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### Current Topics.

#### The Appeal Cause Lists.

THE LISTS for the Easter Sittings shew a slight falling off in numbers as compared with the beginning of last sittings, except in the King's Bench Division, where there is a substantial increase, especially in the Divisional Court list. The Appeal list contains 142 cases, of which 23 are appeals from the Chancery Division, 74 are from the King's Bench Division, and 21 are Workmen's Compensation cases. Last sittings the total was 153, and the corresponding constituent numbers were 17, 110, and 5. So that there is an increase in the Chancery and Workmen's Compensation appeals, and a considerable drop in King's Bench appeals, due probably to the effort of the Court last sittings to clear off arrears. At Easter last year the total was 117, which included 22 Chancery, 73 King's Bench, and 15 Workmen's Compensation appeals. The present appeals from the Probate, Divorce, and Admiralty Division are twelve, a somewhat higher number than usual. The work of the Appeal Court appears to represent a fair average of business without any great arrears, and it would seem to justify the appointment of a new Master of the Rolls without further delay. The list includes the *Cannon Brewery Company v. Central Control Board (Liquor Traffic)* as to the right to compensation for premises taken by the Board, on which judgment has been reserved; *Re Wernher's Will Trusts*, an appeal from Mr. JUSTICE YOUNGER's decision as to the effect of the Wills Act, 1837, on infants' wills; and *Upjohn v. Ford* and *Upjohn v. Hitchens* as to the effect in regard to aircraft damage of covenants to insure in leases.

#### The High Court Cause Lists.

THE Chancery Division lists include 229 cases, and also 24 companies (winding-up) matters. Last sittings the numbers were 275 and 37; a year ago they were 122 and 25. Hence, while there is a fall compared with last sittings, the volume of business is tending to recovery. The King's Bench total is 430, made up of Divisional Court cases 150, actions for trial 276, and bankruptcy matters 4. Last sittings the total was 334, with corresponding constituent numbers of 98, 235, and 1; and a year ago 370, with constituent numbers 127, 237, and 6. During the war the King's Bench list has

undergone considerable fluctuations, and the total dropped at Trinity, 1915, to 170. At Michaelmas, 1914, it was 676, and at Michaelmas, 1916, it was 599. But Michaelmas usually shows the high-water mark for the year. The present numbers are encouraging to practitioners. The Probate, Divorce, and Admiralty total is 639, but this includes 506 undefended divorce cases, an item which has very much swollen the lists lately. Last sittings it was 579 out of a total for the Division of 707, while a year ago it was only 173 out of a total of 306.

#### The New County Court (Emergency Powers) Rules.

WE COMPLETE this week the printing of the new County Courts (Emergency Powers) Rules. These are intended, like the corresponding new rules of last January for the High Court to consolidate the previous rules with such amendments as are necessary to bring them up to date. Rules 1 and 3 of the High Court Rules define generally the Courts by which the emergency jurisdiction is to be exercised, and these are repeated by way of preface to the County Court Rules. Rule 1 of the latter rules prescribes, as hitherto, the procedure on applications under paragraph (a) of section 1 (1) of the Act of 1914—that is, to proceed to execution or otherwise enforce a judgment for the recovery of money; but there is a difference in the numbering of the sub-clauses owing to the omission of the sub-clause defining “paragraph (a)”. This is contained in Rule 1 of the High Court Rules. Rules 3-10 correspond to the old Rules 3 to 8 as to judgment summons and order of commitment, attachment of debts, execution against goods, appointment of receiver, etc., with some verbal and other alterations, including an alteration in the prescribed Form of Statement for the purpose of an application under rule 7 for the issue of execution against goods without leave.

#### Relief in respect of Soldiers' Tenancies and of Contracts.

THE MODE of procedure in applications under paragraph (b) is prescribed by Rule 11, and here again the County Court Rules are shortened by the incorporation of Rules 1 and 3 of the High Court Rules, but otherwise the changes seem to be only verbal; and so also as to the succeeding rules prescribing the procedure on the application, except that rule 19 (formerly rule 17) as to applications to the Registrar has an additional clause prescribing the mode of application to the Judge for the variation or rescission of an order by the Registrar. Rule 28 (1) repeats the provision of rule 26 (1) that the costs of an application under any of the Acts and the Rules shall be at the absolute discretion of the court; and the provisions as to the manner in which the court can fix them are also repeated. The rules prescribing the mode of application under section 2 of the first Act of 1916, giving county courts power to determine the leases of members of H.M. forces, as to which see *Revill v. Bethell* (ante, pp. 399, 438), have been revised by making provision as to service of the application and the duty of the court, and modifications have been made as to fees and costs in these cases. Rules also have been added prescribing the procedure under section 1 of the Act of 1917, under which the court may suspend or annul certain contracts on account of the war; in these cases the county court is to have jurisdiction where the subject-matter does not exceed £100. And the Schedule of Forms includes forms of application and order under the latter Act.

#### The Courts (Emergency Powers) Acts and Costs.

THE SINGULARITY of drafting which characterizes section 1 (1) of the Courts (Emergency Powers) Act, 1914, is well known. The Act places a restriction on proceedings for the recovery of any sum of money to which the sub-section applies, and then omits to define what such sums of money are; or, at any rate, it gives only a negative definition, by enacting that the sub-section shall not apply to money due under post-war contracts other than certain rent. Clearly, the sub-section applies to moneys payable under contract, but the omission of a positive definition has made it possible to raise questions as to moneys payable otherwise, and, in particular, doubt has been felt as to costs for which a litigant has been made liable.

In *Dobb v. H. Dobb (Limited)* (ante, p. 422), an action for breach of a partnership agreement executed before the war was dismissed with costs, and the defendant applied for leave to enforce the costs, but was met with the objection that his application was unnecessary and should be refused. The Court of Appeal held, however, in a considered judgment, that the Emergency Powers Act applies to all orders for payment of money, except the cases excluded by the Act itself or by Orders in Council made under section 2 (4) of the Act, such as the Order of September, 1914, excluding fines. Hence it applies to costs, other than costs in actions of tort which are excluded by section 6 of the Act of 1917.

#### “Ordinary Residence” and Military Service.

SINCE PARAGRAPH 1 of the First Schedule to the new Military Service Bill preserves the exception in favour of men “ordinarily resident” in His Majesty's dominions abroad, cases affecting the meaning of these curious words “ordinary residence” are still of interest. A test case of this kind—*Re v. Brainer Jones* (Times, 6th inst.)—came recently before Sir JOHN DICKINSON at Bow Street. Here a British subject of military age, resident with his family in the Argentine Republic, came to England in 1916 with the intention of conducting litigation here; he also at that time had decided not to return to Buenos Ayres, but to remain here and volunteer for military service, as stated by himself at the time in an affidavit incidental to the legal proceedings in question; but afterwards he changed his mind, and applied for a passport to return to South America. A call-up notice was served on him upon the ground that he had become “ordinarily resident” in Great Britain, and therefore liable to serve. His reply was that he remained “ordinarily resident” in Buenos Ayres, where his family were; he had only come to England for two “special purposes,” namely, to conduct litigation here and to volunteer, and so was protected by paragraph 1 in the First Schedule of Exceptions to the Military Service Acts. This plea the magistrate overruled on the ground that Mr BRAINER JONES, by his admission in his affidavit, had shewn that he had abandoned his regular residence, and must, therefore, have acquired “an ordinary residence” in London. But obviously the correctness of the decision is very doubtful.

#### The Custody of Food Cards.

WHERE FOOD cards have been issued, certain parents, landlords, and employers have shewn a tendency to exercise discipline over children, lodgers and servants by the simple process of detaining their food cards. The aggrieved parties have made applications to magistrates, who in most cases, when in London, have suggested a summons for unlawful detention under section 40 of the Metropolitan Police Act, 1839, but in the country have advised criminal or civil proceedings. It seems, however, that clauses 17 and 18 of the London and Home Counties (Rationing Scheme) Order, 1918, which is dated 23rd February, provides a satisfactory—if somewhat cumbrous—remedy in such cases. Clause 17 (a) provides that the ration card is to be the property of the Food Controller, but the person in respect of whom it is issued (unless a child under sixteen or a lunatic: see clause 23) is to have the custody of it. Clause 17 (b) provides that the person for the time being having possession of it shall deal with it as directed by the Food Controller. Section 18 provides that any person in possession of a ration card without lawful authority shall within seven days return it to the lawful custodian to deliver it to the Food Controller (or his agents). As a breach of the Order is an offence against the Defence of the Realm Regulations, this provision is sufficiently penal to provide an adequate remedy in most cases, but a civil remedy might also be enacted.

#### Emergency Meat Cards.

CONSIDERABLE INCONVENIENCE has, we believe, been caused to persons moving temporarily from one place to another owing to their not having food cards available at their temporary residence. In the National Food Journal for 10th April directions are given as to how emergency meat cards suitable for such cases can be procured. These cards are available for



(1) members of H.M. or the Allied forces on leave extended beyond the original time (for which the naval or military authorities supply food permits); (2) cases of temporary change of residence; (3) persons entering Great Britain; (4) persons who, through some inadvertence or loss of a card, have not a card with them; and (5) invalids entitled to special rations. As to the issue of cards in these cases, local committees have a discretion, but generally they should issue coupons for the full period of, say, up to four weeks, when satisfactory evidence is produced in support of the application, or for seven days where no evidence is forthcoming. No doubt local committees and their officials will act reasonably under these directions so as to avoid the accidental inconvenience which the system of food rationing is sure to cause; but we do not understand why the directions are confined to meat rations.

## Word Trade-Marks and Costs.

THE case of the *Standard Woven Fabric Co.* (35 R. P. C. 53), which was recently before YOUNGER, J., is an interesting one, more particularly in view of the section proposed to be added to the Trade-Marks Act, 1905, by the amending Bill on which we have made some remarks (*ante*, p. 325). The *Standard Woven Fabric Co.*, which is a company incorporated in the U.S.A., and carrying on business at Walpole, Massachusetts, adopted and registered there "Stanwall" as a trade-mark. This word was made up by their president by adding the first syllable of *Standard* to the first syllable of *Walpole*. The company applied to register their trade-mark here, but the application was refused by the Registrar of Trade-Marks on the grounds that *Stanwall* was not an invented word and not distinctive, and also in the exercise of his discretion because it resembled in appearance and pronunciation "Stanwell," which is a surname (there being one person having that name in the London Directory), and also the name of a place (there being a parish of that name in Middlesex), and also "Stand well," a phrase often used in reference to goods.

The company appealed to the Court, and the appeal came before YOUNGER, J., who held that "Stanwall" was an invented word, and that the refusal to register, based on the Registrar's discretion, was not justified; so he overruled the Registrar and ordered the application to proceed. In the course of his judgment he said that it must never be forgotten that, *prima facie*, the register was created by the Act for the purpose of enabling trade-marks to be put upon it; and that it would be very unfortunate if *bona fide* and honest applications for trade-marks were to be refused on grounds which were fanciful, and which in a business sense were unsubstantial. With this we entirely agree, and we hope this expression of judicial opinion will operate to prevent the refusal of trade-marks by the Patent Office on grounds such as those on which the trade-mark was refused in this case.

The case illustrates the importance of the section proposed to be added by the amending Bill to the Trade-Marks Act, 1905, for the purpose of emphasizing that, on an appeal from the Registrar, the Court is not to be bound by any exercise by the Registrar of his discretionary powers, and that it is the province of the Court to give a direct decision on the merits of the case.

There is another feature of the case we are considering which deserves attention. Although the Court held that the Registrar's decision was wrong on all points, the appellant company were ordered to pay the Registrar's costs. It seems to us most unfair that an applicant for a trade-mark, who has to make application to the Court to set the Registrar right, and is successful, should be saddled with the Registrar's costs of the application; and we adhere to the opinion which we expressed some years ago (59 SOLICITORS' JOURNAL, 702), that in such a case a successful appellant should not be ordered to pay the Registrar's costs except under special circumstances. It has become virtually common form to order a successful appellant to pay these costs, although it was never intended by section 48

of the Trade-Marks Act, 1905, that the Court should give costs to the Registrar as a matter of course. We think that the opportunity should be taken of the amending Bill to add to section 48 these words: "And in the event of a successful appeal from a decision of the Registrar he shall not be awarded costs except under special circumstances."

## The Military Service Bill.

THE new Military Service Bill is unquestionably a very drastic measure. It extends the age of liability to military service from forty-one to fifty-one, and, in the case of medical practitioners, to fifty-five, and it gets rid of most of the existing exceptions. But in form it is merely an expansion of the two previous Military Service Acts, and not a totally new measure. This will be seen if we analyse briefly the principal features of the Bill when regarded from the standpoint of the draftsman, and not from that of the publicist.

The novel method of imposing conscription which the first two Acts brought into existence consisted in employing a statutory fiction. They declared that the men affected should be deemed, as from an appointed day, "to have been duly enlisted, . . . and to have been forthwith transferred to the Army Reserve." The merits of this device were threefold: (1) It made it possible to enforce the Acts by applying to conscripts the machinery for enforcing on voluntary Army Reservists their liability to serve in war already imposed by the Reserve Forces Acts; (2) it brought the absentee and objector within the arm of the military by placing him in military custody so soon as his liability to serve had been determined by the magistracy; and (3) it made it practicable to arrange for the call up of reservists in groups or classes. The new Bill repeats this plan. The first sub-section of clause 1 adapts the fiction of a statutory reservist to the case of men under fifty-one. But in two ways it differs from the earlier Acts. The date at which a man becomes a reservist is no longer an appointed date, which varies according to accidental circumstances of marital status or medical fitness. It is in all cases either the date of the passing of the Act, or the date at which an excepted man comes within the statute, if he for any cause ceases hereafter to be excepted. Again, in the earlier Acts the appointed day was always the thirtieth day after the crucial date on which liability depended. This period of grace has now vanished.

The next point in which the new Bill expands the earlier Acts affects the basis of liability. In the first two Acts this depended on whether or not the person concerned satisfied certain conditions precedent: (1) at the material date he must have been "ordinarily resident" in Great Britain; (2) he must be of British nationality; (3) of the male sex; and (4) within certain age limits. The Bill repeats all these conditions precedent, but subject to slight variations. In the first Act the test of residence was that the man had been "ordinarily resident" in Great Britain on the 15th August, 1915. The second Act substituted for this the requirement that he should have been "ordinarily resident" in Great Britain at any time since the 14th August, 1915, or should be ordinarily resident there for the time being. This widened the net. The new Bill widens it still further. It catches any man "who has, at any time since the 14th day of August, 1915, been, or who for the time being is, in Great Britain"—so that mere physical presence for an interval of time, however short, within the shores of Great Britain imposes liability on a British subject; "ordinary residence" is no longer required. There is the further liability involved in the proposal of clause 2 for the extension of the Act to Ireland by Order in Council; and the incorporation in the Bill by clause 5 of the Military Service (Conventions with Allied States) Act, 1917, extends liability to alien friends in certain special circumstances.

Next let us consider another material part of the structure of the earlier Acts. These excepted certain persons, set out in six paragraphs of the First Schedule to the first Act, from the operation of the Act. This form is still retained; but the excepted classes have dropped to three. First, there are "men

ordinarily resident in His Majesty's Dominions abroad." The old Acts added to this class men resident in Great Britain for the purpose only of education or some other special purpose; these are no longer protected. The second excepted class consists of members of His Majesty's Army, and the third of members of the Navy, Royal Marines, or the Air Force. The other excepted classes are gone. Officers and men who have been invalidated out of the Services are now liable. They will become conscript reservists automatically on the passing of the Act or on leaving the Services hereafter, just like anyone else; so that many invalidated colonels and other officers of fifty will apparently become privates at that date. The Second Schedule repeals the Military Service (Review of Exceptions) Act, 1917, which conferred on wounded men special protection, and provided that officers and non-commissioned officers were to get back their old rank. This protection is now gone. The Prime Minister, in opening the Bill, however, stated that the Minister of National Service proposed to carry out the pledges to discharged men contained in National Service Instructions, No. 29 of 1918, the effect of which seems to be that (1) invalidated men who have served overseas will not be called up, and (2) invalidated men who have served only at home will be given a month's option in which to undertake "work of national importance," as defined in the Instruction, as an alternative to military service. Sir AUCKLAND GEDDES has also stated that he does not propose to alter the position of any discharged man as the result of the Bill. If this is to be taken literally, invalidated men over forty-one, not having been previously liable, will not be called up. However this may be, these are matters of administrative grace; no legal protection is conferred by the Bill on any invalidated and discharged officer or man, whatever his services, his wounds, or his rank and age; all alike become statutory privates in the reserve. Of course, any Ministerial pledge which is intended to be binding should be incorporated in the Bill, otherwise, in the uncertainties of office no reliance can be placed on it. The exception in favour of rejected men and those holding certificates of exemption is also abolished. Ministers of religion are rendered liable to non-combatant service, but exchanged prisoners of war are still protected by clause 1 (3).

Now we come to a point upon which the framework of the earlier Acts is definitely abandoned. The possession of a certificate of exemption no longer confers upon its holder the privileged status of being "excepted" from liability to military service for the time being. Here there is a curious *lacuna* in the Bill. It does not, in its operative clauses, make any provision at all for protection by the grant of certificates of exemption, unless a reference to the provisions of the earlier Acts in clause 1 (4) can be so read. But in clause 3 (1) it is suddenly taken for granted that such certificates exist and have some legal effect! And there is tucked away in the Interpretation Clause (clause 6 (2)) a definition of "certificate of exemption." Clause 3 provides that these may, in a national emergency, be withdrawn by Proclamation from any class or body of men specified therein. And clause 4 goes on to provide for the regulation of the grant of certificates by tribunals. In substance, the chief changes made in regard to certificates seem to be these:—

- (1) A certificate of exemption, while under clause 4 (5) it has statutory effect, and forbids the holder being called up, does not except him from the Act; but gives him a ground for not reporting similar to the "reasonable excuse" which such a certificate has hitherto afforded to attested men.
- (2) The powers of tribunals are to be cut down by administrative regulations, and special tribunals or panels are to be set up for special classes of cases: clause 4 (1) (a) and (b); and
- (3) The granting, renewal, variation and withdrawal of certificates are all to be standardized by new regulations: *ibid.* (c).

There are other new provisions affecting tribunals and exemptions, but the above seem the most fundamental.

Lastly, we may note a very curious provision set out in the

Repeal Clause (clause 6 (3)). The enactments specified in the Second Schedule are repealed, but "without prejudice to the general application of section 38 of the Interpretation Act, 1889, with regard to the effect of repeals, the repeal of the said enactments shall not affect any obligation whatsoever incurred by any man" under the two earlier Acts. It should be noted that only past obligations are protected, not past benefits acquired under the earlier Acts. Thus, under the Military Service (Review of Exceptions) Act, 1917, men finally discharged were free from liability to serve; men not accepted got six months' grace before further notice, and men accepted regained their old military rank. These benefits are not preserved, but only the obligations imposed. This seems a rather one-sided way of making a statute retrospective.

## Lord Parker on a League of Nations.

In a letter to the *Times* of the 2nd inst. Sir FREDERICK POLLOCK referred to Lord PARKER's speech in the debate in the House of Lords, on 19th March, on "A League of Nations" as making by far the most practical contribution towards the formation of an effective League of Peace—especially as to its executive methods—yet made in this country. The debate, it will be remembered, was commenced by Lord PARMOUR, who moved: "That this House approves the principle of a League of Nations and the constitution of a tribunal whose orders shall be enforceable by an adequate sanction;" and, after speeches from Earl LOREBURNE, the Marquis of LANSDOWNE, and Lord PARKER, it was adjourned, on the motion of Earl CURZON, in order that he might be able to give a reply on behalf of the Government on the points which had been raised. There has been no intimation since as to when the reply will be forthcoming, and perhaps current events do not make an early date very probable; but since Lord PARKER's speech was only shortly reported in the Press, it may be useful to give a fuller summary, based on the report in Hansard, together with such extracts as appear necessary in order to understand his scheme.

Lord PARKER intimated that the movement in favour of a League of Nations ran some risk by reason of the fact that its advocates were "in somewhat too great a hurry. They were devoting their attention to the details of the superstructure rather than to the stability of the foundations. Impressed by the fact that municipal law was administered by legal tribunals based ultimately on organised force, they set themselves, in the first place, to evolve schemes for international tribunals and an international police force. He thought they forgot that every sound system of municipal law, with its tribunals and its organised police, was a creation of historical growth having its roots in the far past, and it was supported in reality, not so much by organised force, as by that sense of mutual obligation and respect for the rights of others which lies at the root of, and forms the foundation of, those settled rules of conduct among individuals which alone make law and order in the community possible.

Starting from this position, Lord PARKER traced the rise of municipal law from customary rules which in general were voluntarily observed, and were only broken in exceptional cases. For such cases there was at first the remedy of self-help; but this left the weak at the mercy of the strong, and hence there arose a tendency for the weak to attach themselves to the strong, to become their retainers, surrendering a portion of their own independence for the sake of the protection the strong could afford, and increasing their lords' strength and resources. Thus it was important for the retainers to get "good lordship," and, ultimately, when one lord became overlord or king, the peace maintained by each powerful lord merged into the king's peace, which survives in the formula by which wrongs are still charged as "contrary to the peace of our lord the King."

Lord PARKER finds in international relations precisely the same tendencies at work. Such communal life as exists between nations is based, and must be based, upon customary rules of conduct. These customary rules are dignified by the name of International Law, but there is no remedy for their breach otherwise than by war. During a war those nations not immediately concerned remain neutral. But war is an uncertain remedy; it inflicts as often as it redresses a wrong. Victory is generally on the side of the big battalions; hence you get international competition in armaments, though they may be used for aggression as well as for defence. Hence, too, arises the growing conviction among smaller nations that the weak nations cannot stand alone. They must get "good lordship"; they must attach themselves to the stronger, must surrender to them a portion of their independence for the sake of the protection which the stronger nation can afford them. This, however, only perpetuates war, and Inter-



national Law will be no check on a nation which definitely seeks overlordship, such as, according to German war philosophy, Germany seeks: and the result, if she is successful, might be a peace, but it would be a *pax Germanica*.

Lord PARKER suggests, however, that international relations may develop along different lines, and that the solution will be found in the abolition of neutrality, and the banding together of nations to resist an aggressor; in short, the introduction in International relations of the stage of the "hue and cry" in English municipal law—an idea which he has, perhaps, taken from Sir FREDERICK POLLOCK's speech at the Lawyers' Conference on a League of Nations last July (61 SOLICITORS' JOURNAL, p. 683). The last three years, says Lord PARKER, have shewn us that war is a danger which may well be fatal to our common civilisation. Neutrality has become increasingly difficult. Those nations which at first desired to remain neutral have been one after the other dragged into the fray. The neutrality of others is secured only by fear. If we can once make it clear that in future there will be no neutrality the danger of war will be minimised, because its risk is increased. Lord PARKER suggests that hitherto the efforts of those to whom war is hateful have been directed, on the one hand, to laying down rules for the conduct of belligerents in order to make war less dreadful and more humane, and, on the other hand, to laying down rules for the benefit and advantage of neutrals. But under the stress of war all those rules have vanished, and the development of the future should be, not in consulting the selfish interests of neutrals, but in abolishing neutrality. "Murders would increase if the murderer could count on the neutrality of bystanders, and it is the same with war. The neutral, in fact, shirks his share of the burden of humanity." A League of Peace would provide for this common action of nations on the principle of the hue and cry, and Lord PARKER expressed his belief that an agreement constituting a League between our Allies and ourselves, shewing what we really mean by a League of Peace and how we propose to constitute it, might be a potent influence in itself in bringing about a peace with the Central Powers, and, in particular, would disarm that suspicion that the League of Peace was to be a coalition against them. Hence he agrees that the Central Powers should not be permanently excluded from the League of Nations; but their immediate admission would depend on their conduct in respect to the provinces at present apparently annexed and their dealing with other war problems—in short, their acceptance of the Allies' principles—for the benefit of such a League would be entirely displaced if it admitted into its ranks nations who were not *bonâ fide* committed to its principles.

Lord PARKER then proceeded to outline an agreement for the constitution of such a League, leaving out what he considered to be the dangerous points, such as the constitution of international troops or an international police force, and further the question of disarmament, and confining himself to those points on which an agreement could at present be made between ourselves and our Allies:—

(1) First, all the members of the League should recognise that war, from whatever cause, is a danger to our common civilisation, and that international disputes ought to be settled on principles of right and justice and not by force of arms.

(2) Each of the members of the League ought to join in a joint and several guarantee of every other member of the League against any act of war on the part of any nation which is not a member of the League.

(3) For the purposes of these clauses it will be necessary to have a careful definition of what amounts to an act of war, and this definition ought to include the laying of mines in the open highways of the sea, or damage done to the ships or property of a member of the League upon the High Seas.

(4) It may be necessary also, for the purposes of the earlier clauses, to define the territorial boundaries of the members of the League, leaving any disputed points for the decision of boundary commissioners.

(5) Every member of the League should agree, whenever a dispute arises with any other nation, to take all reasonable steps on the lines of the First Hague Convention or otherwise for the settlement of the matter in dispute by peaceable means and on the principles mentioned in the first clause—those of right and justice.

(6) If the Council of the League, constituted as hereafter provided, determined by special resolution that, having regard to the nature of the matter in dispute, any member of the League has refused, or for a period of, say, twelve calendar months failed, to take such reasonable steps as contemplated in the preceding clause, the member so refusing or failing should forthwith cease to be a member of the League.

(7) In the case of a dispute between a member of the League and a nation which is not a member of the League the Council should have power by special resolution to determine that the former has taken, while the latter has refused or failed to take, reasonable

steps for the settlement of the matter in dispute by peaceful means, and that, as from the date of such resolution, the latter nation should be deemed to have committed an act of war against the former nation.

(8) Any member of the League who is guilty of an act of war against another member of the League should be deemed to have ceased to be a member of the League immediately before the commission of such act.

(9) Every member of the League who is guilty of an act of war against a nation which is not a member of the League, without having obtained such resolution as mentioned in the seventh clause, should be deemed to have ceased to be a member of the League immediately before the commission of such act.

(10) If an act of war be committed by any nation against a member of the League, the Council of the League should forthwith notify the fact to the other members of the League, and thereupon every member of the League should (a) break off diplomatic relations with the nation guilty of such act; (b) prohibit and take effective steps to prevent all trade and commerce between itself and the guilty party; and (c) place an embargo upon all ships and property of the guilty nation found in its territorial waters or within its territory. The obligation of this clause should be expressed to continue until the guilty nation has compensated the party injured to the satisfaction of the League.

(11) Certain members of the League specified in the schedule, and to consist of the chief Military and Naval Powers, should further agree, if required to do so by the special resolution of the League, to commence war against the guilty nation, and to prosecute such war by land and sea until the guilty nation shall have accepted terms, including compensation for the party injured, which shall be approved by the Council of the League.

(12) [Provides for cases where the fulfilment of the obligation under either of the two preceding clauses would entail undue hardship on any member of the League.]

(13) If, in the opinion of the Council of the League, any nation not a member of the League is pursuing a policy or course of conduct likely to endanger the maintenance of peace, the members of the League should by united diplomatic action, or, if so recommended, by special resolution of the Council, by means of economic pressure, endeavour to secure that such policy or course of conduct be abandoned.

(14) With regard to the Council of the League, each member of the League should nominate one member of the Council.

(15) The Council of the League should meet at regular intervals, and it should be their duty to consider and report at least once annually on all matters which in their opinion are likely to lead to international disputes, and to suggest how such matters should be dealt with.

(16) All international agreements to which any member of the League is a party should be expressly made without prejudice to the obligations of the agreement constituting the League, and should be promptly communicated to the Council of the League.

(17) Each member of the League should agree in its elementary schools and other schools to inculcate as far as may be the desirability of settling international disputes on principles of right and justice, and not by force of arms.

(18) Every member of the League should accord to every other member most-favoured-nation treatment in the matter of tariffs. It should be, however, without prejudice to preferential tariffs between various parts of the territories of any member of the League.

(19) Each member of the League should agree to afford to the ships of every other member of the League free access to its ports and harbours for the purpose of trade or for obtaining bunker coal and provisions; but this should be without prejudice to the payment of the usual dock and harbour dues, and without prejudice to any regulations as to the coasting trade.

(20) This, the last, is the most important provision—The Council of the League should have power by special resolution to admit as a member of the League any nation not originally a party thereto, provided that the Council of the League is satisfied in each case that the nation proposed to be admitted *bonâ fide* accepts the principles on which the League is founded, and *bonâ fide* intends that international disputes to which it is a party shall thereafter be settled by peaceful means in accordance with right and justice as distinguished from force of arms.

We have set out the clauses of the scheme with only slight omissions, and we do not here criticize it. Our object is to give it publicity. Lord PARKER concluded by formulating the advantages which it would have; and if in course of time all nations joined, armaments, he said, would tend to decrease and nations would find some other way of settling their disputes. Possibly, international tribunals might begin to arise. But meanwhile there would be a Council of Nations charged with overlooking the peace of the world, and armed with the power of bringing economic pressure to bear on anyone who endangered it.

## CASES OF LAST SITTINGS.

### Court of Appeal.

**WEINBERGER v. INGLIS (No. 2).** No. 1. 10th, 20th, 21st and 25th March.

**STOCK EXCHANGE—ANNUAL RE-ELECTION OF MEMBERS—EXCLUSION OF BRITISH SUBJECT OF ENEMY BIRTH—"ELIGIBILITY"—DISCRETION OF COMMITTEE—NATIONAL INTEREST.**

A rule of the Stock Exchange provided that the committee for general purposes should, on a particular day in each year, proceed to re-elect such members and admit such candidates as they should deem eligible to be members of the Stock Exchange for one year. The plaintiff, a British subject, born in Germany, had been a member for over twenty years; but, objection having been taken to his re-election on the ground of his enemy birth, the committee refused to re-elect him.

Held, affirming decision of Astbury, J. (*ante*, p. 404), that the committee, having an absolute discretion as to whom they should deem eligible for re-election, and having honestly and legally come to the conclusion to which they did, the Court had no power or jurisdiction to interfere with their decision.

Appeal by the plaintiff from a decision of Astbury, J. (reported *ante*, p. 404). The plaintiff claimed a declaration that the decision of the committee of the London Stock Exchange in declining to re-elect him as a member thereof for the year commencing March, 1917, was invalid and inoperative. The committee relied on their discretionary power, given to them by rule 21, which provided that the committee should, on the first Monday in March of each year, proceed to elect and admit such candidates as they should deem to be eligible to be members of the Stock Exchange for one year. The plaintiff was born in Germany in 1866, came to England in 1897, and was naturalized here in 1892, the earliest date it was possible. He was also denaturalized in Germany, though, it appears, at a later date. He married a lady of British birth, but German extraction. In 1895 he became a member of the Stock Exchange, and was regularly re-elected every year until 1917, although in 1916 there had been a strong agitation against the re-election of members of enemy birth. Prior to the March election of 1917, new rules of procedure were made by the committee, and in accordance therewith a specific objection was lodged against the plaintiff on the ground of his enemy birth. He was informed of this, and asked to make a written statement of all the facts which he desired to bring to the notice of the committee. The committee dealt with his case, and all other cases of objection on the same ground, individually, and interviewed him personally before arriving at their decision. In accordance with the new rules of procedure, the committee gave no reasons for the decision to which they had arrived, but refused re-election. In March, 1917, there came up for re-election 107 old members of enemy birth, who had all been re-elected in 1916. Of these fifty were re-elected, and the remaining fifty-seven, including the plaintiff, were rejected. The plaintiff then brought this action. The committee tendered no evidence at the trial, and the Court held, on the plaintiff's own evidence, that the only ground of objection lodged against him was that of enemy birth, and that that objection was the only ground of their decision. Astbury, J., further held that the committee, in the exercise of their absolute discretion, had acted honestly in deciding that the plaintiff was ineligible for re-election, and that he had no power or jurisdiction to interfere with their decision. The plaintiff appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.

SWINFEN EADY, L.J., having stated the facts and read the material parts of the deed of settlement, dated 21st December, 1875, and of the rules and regulations made by the committee for general purposes, proceeded: As the war progressed, and successive outrages against humanity perpetrated by the Germans were made public, the feeling on the Stock Exchange against allowing these persons of enemy origin much increased, and became very pronounced on the happening of *The Lusitania* crime, which so deeply shocked the whole civilized world. Feeling, indeed, ran so high that on 8th May, 1915, the committee issued a circular advising members of German and Austrian birth to keep away from the House for the present, and members employing clerks of German or Austrian birth were requested to convey that intimation to them. In November, 1915, a petition, signed by 315 members, was presented to the committee urging that, with some few well-considered exceptions, persons of German or Austrian birth, whether naturalized or not, should not be re-elected, and stating that the feeling against them had been overwhelmingly strengthened by the dastardly and inhuman acts perpetrated by the enemy. This petition was carefully considered by the committee, and on 26th January, 1916, they answered that they were not prepared to deal with applications for re-election on the lines laid down in the petition, and they drew the attention of the memorialists to rule 35, providing that a member intending to object to the re-election of a member might communicate the grounds to the committee by letter before the re-election. At a meeting of 485 members, held on 9th March, 1916, it was resolved by an overwhelming majority to oppose the re-election of all persons of alien enemy birth who were elected after March, 1895, with the exception of those serving, or having sons serving, in the Imperial Forces. When that resolution was communicated to the committee for general purposes, they answered that they were not prepared to act on the resolution. In March, 1916, sixteen members of enemy birth were not re-elected, but on reconsidera-

tion of their cases eleven were elected, leaving only five not re-elected. One of the five, Mr. Cassel, brought an action against the committee, claiming relief similar to that claimed in this action, but the action failed: *Cassel v. Inglis* (1916, 2 Ch 211). His lordship then stated the facts connected with the coming up for re-election of the plaintiff in March, 1917, and continued: Upon these facts, the question is what ground of complaint has the plaintiff, or what title to any relief? His application for re-election was duly considered at a meeting of the committee; he was given a patient hearing, with the opportunity of putting any facts before the committee and urging any reasons in favour of his re-election. The duty of re-electing such members "as they shall deem eligible" is vested in the committee, and as they have not seen fit to re-elect the plaintiff, it is nothing to the purpose to say that he deems himself eligible, or that other persons deem him eligible, or that he ought to be considered eligible unless some definite charge against him, or objection to him, is raised, and he is heard upon it and given an opportunity of meeting it. The rules do not so provide, and that is not the constitution of the body to which he desires to be re-elected. Members of the Stock Exchange are elected annually for one year only, and no member has any vested right to be re-elected, either absolutely or conditionally upon his fulfilling certain qualifications, or in the absence of any disqualifications. If, upon consideration of all the facts and circumstances relating to an applicant, the committee do not deem him eligible for re-election, there is no power vested in any Court to overrule their decision, or to hold that they ought to have considered him eligible, or to decide that he is entitled to be regarded as if he had been re-elected, or is otherwise entitled to the privileges of membership for another year. The question of an annual re-election is wholly different from any question of expulsion or suspension during the year for which a person has been duly constituted a member. In the present case the committee gave no reason for not re-electing the plaintiff, and therefore the Court is not in any position to judge of their sufficiency. They were not bound to give their reasons: *Ex parte Penney* (L. R. 8 Ch. 446). Even if reasons had been given, their sufficiency is left to the decision of the committee, and not of the Court. The defendants did not give any evidence, and the plaintiff did not call any members of the committee to ask them their reasons for not re-electing him. The Judge below made a guess at their reasons; I decline to do so. It was argued on behalf of the plaintiff that the only possible reason was that he was of German birth, and, if so, that such reason was wholly insufficient. It is manifest from what occurred at this election in March, 1917, that enemy birth was not an insuperable objection to re-election, as out of 107 members of enemy birth fifty were re-elected and fifty-seven were not re-elected. If, however, the only objection to the plaintiff was that he was of German birth, and if the committee had acted on that alone, I am of opinion that they would have been amply justified in doing so. The good order and government of the members of the Stock Exchange is by clause 95 of the deed of settlement committed to the committee for general purposes. If they consider that the presence of any particular individual in the "House" would be detrimental to the best interests of the institution, possibly leading to disorder or to a breach of the peace, they would not be bound to re-elect him. Again, the committee were entitled to take into account the national interests and consider whether the German method of "peaceful penetration" should be allowed to permeate the Stock Exchange. It was open to the committee to consider that some few members of German origin might take advantage of their position on the Stock Exchange to the detriment of the best interests of his country, and they might decide to exclude all of enemy birth, except, perhaps, such as they had special reasons for knowing they could trust. The committee have made a new rule during the present month that a person of German, Austrian, Hungarian, Bulgarian or Turkish birth shall be deemed ineligible to be a member of the Stock Exchange, and it is obvious that the committee have the support of the members behind them; indeed, at the election of members of the committee in 1916 six members supported by the Anti-German Union were elected, displacing six previous members of the committee. The Treasury Notice of 4th January, 1915, emphasizes the importance of closing the market absolutely to the enemy, both directly and indirectly, and of conforming to the spirit as well as the letter of the Regulations, and I cannot bring myself to entertain any doubt that the committee, in their course of conduct as disclosed by this case, including the refusal to re-elect the plaintiff, and including the making of the new rule to which I have just referred, are acting solely in the national interest and in the interest of the great institution committed to their charge. The evidence shews that the circular of the committee of 8th May, 1915, advising members of German or Austrian birth to keep away from the House, was not issued before it was needed. The plaintiff admitted that two members, whose names were mentioned, disregarding the notice, entered the House, and this led to unseemly disturbances, and on one occasion to a fracas. The committee are in duty bound to take notice of the strong feeling in the "House" against the admission of persons of German and Austrian birth. The members of the Stock Exchange in the usual course of business are brought very much into personal contact with each other. The plaintiff urged that having regard to section 7 of the Naturalization Act, 1870, he must be "deemed eligible" for admission to membership of the Stock Exchange, but this is an idle contention. His naturalization confers upon him the rights and privileges of natural British-born subjects, but the committee are not bound to "deem eligible" for re-election every natural-born British subject. It was further urged, on behalf of the plaintiff, that the whole proceedings of the committee were arbitrary and capricious, and moreover that the committee had no right to entertain or even to consider any objection to a member unless notice had been



previously given to him of the objection, and an opportunity afforded to him of being heard upon it. I cannot adopt that view. If a person were well known to the committee to possess a very violent temper, which he manifested towards every person with whom he came in contact, or to be exceedingly cantankerous, or to hold strongly and to express freely opinions which were abhorrent to the great majority of orderly, respectable, and law-abiding people, it would manifestly not be in the interests of the good order and government of the Stock Exchange that such a person should be elected or re-elected a member. It would be open to the committee to decide against re-electing such a person, although no notice of that objection had been given to the applicant himself. In my opinion the appeal fails, and should be dismissed.

BANKES, L.J., and EVE, J., delivered judgment to the same effect.—COUNSEL, *Gore-Browne, K.C., Tomlin, K.C., and A. Neilson; Upjohn, K.C., Hon. F. Russell, K.C., and D. Hogg, K.C. SOLICITORS, Herbert Smith, Goss, King, & Gregory; Travers Smith, Braithwaite, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

**BROADBENT v. THE ROTHERHAM CORPORATION.** No. 2.

Neville, J. 1st March.

LOCAL GOVERNMENT—SEQUESTRATION AGAINST CORPORATION—HOUSING AND TOWN PLANNING ACT, 1909 (9 Ed. 7, c. 44), s. 18, sub-section 3.

Where the sub-committee appointed to consider plans and specifications tendered by the owner in accordance with the provisions of section 18 (3) of the Housing and Town Planning Act, 1909, and to inspect premises with regard to which a demolition order had been made, reported that the houses could not be rendered fit for human habitation, and the corporation acted on that report and refused to postpone the operation of their demolition order,

Held, that the corporation had acted judicially in accordance with the provisions of the Act, and a motion to sequester the property of the corporation accordingly failed.

This was a motion for a writ of sequestration against the property of the defendant corporation for not having obeyed an order of the Chancery Division. In 1914 the defendant corporation, under the provisions of the Housing, Town Planning, &c., Act, 1909, made closing orders in respect of certain insanitary houses of the plaintiff, which took effect. In 1915 they made demolition orders, which also took effect. The plaintiff then applied to the defendant corporation under sub-section 3 of the 18th section of the Act to postpone the operation of the demolition orders, and submitted plans, &c., of work to be done which would render them fit for human habitation, but the application was refused, and the defendant corporation decided that the time had come to enforce the orders, and that it was useless to submit plans and specifications in view of their medical officer having advised them that it was impossible to make the houses fit for habitation. The plaintiff accordingly started an action claiming an injunction to restrain the defendants from proceeding to enforce the demolition orders until they had heard and determined according to law the application for postponement of the operation of the orders, and at the trial of that action it was held that sub-section 3, of section 18, of the Act did enable an owner to apply for postponement of the operation of a demolition order, and that a local authority, when considering the proposed works, must exercise their discretion under sub-section 3 in a judicial manner, which the defendant corporation had not done, and accordingly the injunction was granted: *Broadbent v. The Rotherham Corporation* (1917, 2 Ch. 31). The appropriate committee of the corporation thereupon appointed a sub-committee to consider the plaintiff's plans, &c., and to inspect the premises and report, and on their report the defendant corporation refused to postpone the operation of the demolition orders on the ground that the houses were incapable of being made fit for human habitation, and refused the plaintiff's request for information as to the report in which they did not meet the requirements of the corporation. The plaintiff now moved to sequester the property of the defendant corporation on the ground that they had not obeyed the orders of the Court. The plaintiff contended that his evidence shewed that the houses could be made fit for habitation, and that the corporation ought to have given him an opportunity of meeting their objections; while the defendant corporation contended that they had acted on the report of their sub-committee, and were not bound to give reasons for their decision.

NEVILLE, J., after stating the facts, said: I shall dismiss this motion. On the evidence the defendant corporation have fulfilled their obligation of hearing and determining according to law the plaintiff's application for the postponement of the operation of the demolition orders. They have adequately considered the plans and specifications, and have appointed a sub-committee to inspect and report on the plaintiff's premises, and they have come to the conclusion that the houses cannot be rendered fit for human habitation.—COUNSEL, *Ward Colclidge, K.C., and R. Glen; Jenkins, K.C., and J. F. Mortimer. SOLICITORS, Pitman & Sons, for Chambers & Son, Sheffield; Smith, Rundell, & Co., for C. L. des Forges, Rotherham.*

[Reported by L. M. MAY, Barrister-at-Law.]

**Re DODD. DODD v. DODD AND OTHERS.** Younger, J. 22nd March  
TENANT FOR LIFE—RIGHT TO DEEDS—DUTIES—LEGAL ESTATE IN TRUSTEES OF SETTLEMENT—EQUITABLE REMAINDERMEN'S RIGHT TO HAVE THE DOCUMENTS FOR ACCOUNTING TO THE REVENUE.

An equitable tenant for life who was absolutely entitled to the property, subject only to a jointure in favour of his mother, was held entitled to have the documents of title handed over to him by the trustees, on his giving an undertaking not to part with them pending the settlement of the duties payable on the decease of the deceased tenant for life, which duties he was the person ultimately liable to pay.

Re Wythes, West v. Wythes (1893, 2 Ch. 369), applied.

This was a settlement created by the will of G. Dodd of certain hereditaments in trust for G. A. Dodd for life, with remainder in trust for his first and other sons in tail. G. A. Dodd, who had been let into possession of the settled estates by an order of Court made under the Settled Land Act, died in 1917, and his eldest son, G. L. A. Dodd, who had executed a disentailing assurance, was absolutely entitled, subject to a jointure in favour of his mother. This summons was taken out by him for the determination of the questions as to whether he had to render the estate duty and succession duty accounts, and as to whether the documents of title might be handed over to him by the trustees. The trustees merely submitted to act as the Court should direct. Some authorities were referred to, including *Re Countess of Orford* (1896, 1 Ch. 257), and *Re Wythes* (supra); also *Seton on Judgments and Orders*, 7th ed., 1688; *The Succession Duty Act, 1853*, sub-sections 42 and 44; *The Finance Act, 1894*, s. 8 (4).

YOUNGER, J., after stating the facts, said:—The plaintiff in this case, being the person ultimately liable to pay, is entitled to render the accounts, and I make an order that the trustees do hand over to the plaintiff the documents referred to in the summons, on the plaintiff's undertaking not to part with them pending the settlement and payment of all estate and other duties payable on the death of G. A. Dodd.—COUNSEL, *H. Terrell, K.C., and Owen Thompson; C. J. Mathew, K.C., and Bradley Dyne; W. M. Hunt. SOLICITORS, Megnall & Pemberton; Bischoff, Coxe, Bompas, & Bischoff.*

[Reported by L. M. MAY, Barrister-at-Law.]

## King's Bench Division.

**STRETCH v. SCOUT MOTOR CO. (LIM.).**

Lush, J. 19th March.

EMPLOYER AND WORKMAN—AGREEMENT FOR WAR BONUS—FORFEITURE ON "LEAVING SERVICE" BEFORE END OF WAR—WORKMAN UNDERTAKING TO WORK AT CONTROLLED ESTABLISHMENT—LEAVING EMPLOYMENT ON MINISTRY OF MUNITIONS ORDER—MUNITIONS OF WAR ACT, 1915 (5 & 6 GEO. V., c. 54), s. 6, sub-sections (1), (2).

Employers and their workmen agreed that a war bonus should be paid to the men at the end of the war, but that if any employee should "leave the service for any reason" before the date of disbursement, he should forfeit all claim to bonus. The plaintiff, in response to a call made by the Minister of Munitions, undertook to work in a controlled establishment, and on 3rd June, 1916, he was transferred to such an establishment by the Minister's order. He was then informed by the employers that he had forfeited his bonus, and he brought an action against them for a declaration that he would be entitled, at the end of the war, to be paid the bonus that had accrued on 3rd June, 1916.

Held, that he was entitled to a declaration as claimed, as he had not left the service voluntarily within the meaning of the agreement.

Action tried by Lush, J. The plaintiff was employed by the defendants, an engineering company. In March, 1915, a dispute having arisen between the defendants and their workmen over wages, the men threatened to leave the employment, and the defendants entered into an agreement with the workmen to pay them at the end of the war a war bonus of 10 per cent. on their wages. The agreement provided that "should any employee leave the service of the company for any reason between March, 1915, and the date of disbursement, such employee will forfeit all claim to the above-mentioned war bonus." The plaintiff remained in the defendants' service on the terms of this agreement, but on 26th June, 1915, the plaintiff, in response to a call upon skilled workmen made by the Minister of Munitions, offered to enter into an undertaking with the Minister to work at any "controlled establishment" to which he might be assigned by the Minister; and on 2nd July, 1915, that offer was accepted. The plaintiff remained in the defendants' employment, and was credited with the accruing bonus from week to week, down to 3rd June, 1916, when he was transferred to a controlled establishment by the order of the Minister of Munitions. The defendants then informed the plaintiff that he had forfeited his claim to the war bonus by leaving their service, and the plaintiff brought this action for a declaration that he was entitled to be paid at the end of the war the bonus that had accrued on 3rd June, 1916. By section 6, sub-section (1), of the Munitions of War Act, 1915 (which was passed on 2nd July, 1915, the day when the plaintiff's offer was accepted), it is provided: "If any workman . . . enters into any undertaking with the Minister of Munitions that he will work at any controlled establishment to which he may be assigned by the Minister . . . the workman shall, if he acts in contravention of or fails to comply with his undertaking, be guilty of an offence under this

Act." By sub-section (2): "If any employer dissuades or attempts to dissuade any workmen in his employment from entering into an undertaking under this section, or retains or offers to retain in his employment any workman who has entered into such an undertaking after he has received notice from the Minister of Munitions that the workman is to work at some other establishment, that employer shall be guilty of an offence under this Act."

LUSH, J.—The question is whether the plaintiff left the service of the defendants for any reason between March, 1915, and the date of disbursement within the meaning of this agreement. If he did, then he forfeited the bonus which had become actually due at the time when he ceased to be in the service of the defendants. In the early months of 1915 the Minister of Munitions made a call upon skilled workmen engaged in engineering works to place their services at his disposal. A large number of men, including the plaintiff, accepted the invitation, and offered to enrol themselves on 26th June, and the plaintiff's offer was accepted on 2nd July, 1915. It was said on behalf of the plaintiff that this date was material, as the Munitions of War Act, 1915, came into operation on that day, and an important section (section 6) dealt with the case of persons who entered into an undertaking with the Minister of Munitions to work at any controlled establishment to which he might be assigned by the Minister—which was what plaintiff did. The defendants contended that this section did not apply to persons who entered into an undertaking before the Act was passed. The plaintiff's answer was that he could only be said to have entered into the undertaking at the time when it was accepted by the Minister of Munitions, since it was accepted on the same day as that on which the Act was passed, and the Act did apply. The contention was not important. The section applied to the plaintiff just as fully as if he had entered into the undertaking after the Act was passed. Did the plaintiff, then, leave the service in the sense of the agreement? The words obviously referred to a person voluntarily leaving the service. If the plaintiff had asked the defendants whether he would still be entitled to the bonus if he obeyed an order of the Minister of Munitions, they would have been bound to tell him that he would not forfeit his bonus; otherwise they would have been acting unlawfully under section 6 of the Act. They were bound to do nothing or say anything calculated to induce a workman not to obey the Minister of Munitions order. Also the plaintiff was bound to obey the order; disobedience would have entailed a penalty, under section 6, and he would have been in a serious position. It did not seem true to say that in obeying the order the plaintiff left the service within the meaning of the notice or agreement; he did not leave voluntarily, without a reason for leaving; he left because he could not do otherwise. The defendants say, that as it was never obligatory on the plaintiff to submit himself to the order of the Minister of Munitions, he was a person who voluntarily left their service. He (his lordship) had come to the conclusion that this argument was not well founded, though it might be logical. It would have been against public policy for the company to have published a notice that any person so submitting his will would forfeit the bonus; and this must be considered, amongst other circumstances. The case of *Joyce v. Lord Ebury* (1916, 33 L. T. Rep. 145) was somewhat, but not precisely, similar. The Court there held that a person who enlisted left a service voluntarily. There was nothing in that case of the nature of public policy upon which the plaintiff could rely. The present case must be considered according to the nature of its own facts, and there should be a declaration that the plaintiff was entitled to the accrued bonus.—COUNSEL, E. F. Lever, for plaintiff; C. B. Marriott, for defendants. SOLICITORS, Sharpe, Pritchard, & Co., for Rendall & Co., Salisbury.

[Reported by G. H. KNORR, Barrister-at-Law.]

## New Orders, &c. Supreme Court, England.

THE RULES OF THE SUPREME COURT (COSTS No. 1), 1918. DATED 9TH DAY OF APRIL, 1918.

1. Rule 2 of the Rules of the Supreme Court (Costs) 1917 dated the 11th day of September, 1917, is hereby annulled and in lieu thereof the following Rule shall stand:—

(2) During the continuance of the present war and for a period of six months thereafter the charges specified in Clause 106 shall be further increased from 1s. 7d. to 1s. 10d.

2. These Rules may be cited as Rules of the Supreme Court (Costs No. 1), 1918.

9th April, 1918.

## County Courts (Emergency Powers) Rules.

(Continued from page 441.)

5.

ORDER ON SUMMONS UNDER PARAGRAPH (b).

In the County Court of \_\_\_\_\_ holden at \_\_\_\_\_  
In the Matter of the Courts (Emergency Powers) Acts, 1914 to 1917.

No. of Application.

Between

A.B.  
(address and description)

Applicant

and

Respondent.

C.D.

(address and description)

Upon hearing the application of

[add, if so, and upon

hearing the Respondent]

It is ordered that, notwithstanding the provisions of section 1, sub-section 1 (b) of the Courts (Emergency Powers) Act, 1914, as amended by section 1 of the Courts (Emergency Powers) (No. 2) Act, 1916, there be no deferring of any right which the Applicant may have to exercise the following remedy for the purpose of enforcing the payment or recovery of a sum of money due to him from the Respondent [or in default of the payment or recovery of a sum of money due to him from the Respondent], that is to say—  
[here state the remedy which the Applicant is to be at liberty to enforce, according to examples in Schedule]

[Here add conditions, if any, as e.g.—  
Unless the rent [or as the case may be]

due to the Applicant amounting to the sum of £ \_\_\_\_\_ be paid to the Applicant on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ [or by an instalment of £ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ and the balance by instalments of £ \_\_\_\_\_ for every \_\_\_\_\_ days after that date] [or as the case may be].

And it is ordered that the Applicant be allowed the sum of £ \_\_\_\_\_ for fees and costs on this application, and that the Respondent do pay the said sum to the Applicant on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ [or, if so ordered (see Rule 28), and that the said sum be added to the costs of the proceedings hereby authorized to be taken].

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Registrar.

To the Respondent  
(naming him).

### SCHEDULE.

- (a) To levy a distress for rent amounting to £ \_\_\_\_\_ due from the respondent to him on premises situate at \_\_\_\_\_ and known as \_\_\_\_\_; or
- (b) To take, resume, or enter into possession of certain chattels held by the Respondent under a hire-purchase agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, made between the Applicant and the Respondent; or
- (c) To take, resume, or enter into possession of certain property situate at \_\_\_\_\_ and known as (describing the same) mortgaged to him by the Respondent by an indenture of mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_; or
- (d) To appoint a receiver of the rents and profits of certain property situate at \_\_\_\_\_ known as (describing the same) mortgaged to him by the Respondent by an indenture of mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_; or
- (e) To institute proceedings for foreclosure or for sale in lieu of foreclosure in respect of certain property situate at \_\_\_\_\_ and known as (describing the same) mortgaged to him by the Respondent by an indenture of mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and to exercise any right or power which he may have as mortgagee under the said indenture for the purpose of realizing his security; or
- (f) To exercise his right of re-entry on certain property situate at \_\_\_\_\_ and held by the Respondent under him; or
- (g) To forfeit a deposit of £ \_\_\_\_\_ made by the Respondent under a contract made between him and the Applicant (state date and nature of contract)

; or

- (h) To enforce the lapse of a certain policy of insurance for the sum of £ \_\_\_\_\_ granted to the Respondent by the Applicant: [or as the case may be].

7.

SUMMONS BY OFFICER OR MAN OF HIS MAJESTY'S FORCES FOR LEAVE TO DETERMINE TENANCY.

In the County Court of \_\_\_\_\_ holden at \_\_\_\_\_  
In the Matter of the Courts (Emergency Powers) (Amendment) Act, 1916.

Between

No. of Application  
Applicant.

A.B.

(address and description)

and

C.D.

(address and description)

[As to persons to be made Respondents, see Rule 31, par. 2.]

To

of

TAKE NOTICE, that you are hereby summoned to attend this Court [or, if the application is intended to be made to the Registrar, at the office of the Registrar of this Court situate at \_\_\_\_\_] on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon, on the hearing of an application on the part of an officer [or a man] of His Majesty's Forces, for an order under section 2



of the above-mentioned Act authorizing the applicant to determine his tenancy of certain premises known as and situate at

of which you the Respondent are [or the Respondent is] the landlord and the Applicant is the tenant, under a tenancy from year to year [or (state terms of tenancy)] by such notice and under such conditions as the Court shall think fit, and for an order providing for the costs of the application.

AND FURTHER TAKE NOTICE, that if you do not attend in person or by your solicitor at the time and place above-mentioned such proceedings will be taken and order made as the Court may think just.

Dated this 19 day of By the Court, Registrar.

To (the Respondent or Respondents, naming him or them.)

8. ORDER ON APPLICATION FOR LEAVE TO DETERMINE TENANCY. In the County Court of holden at In the Matter of the Courts (Emergency Powers) (Amendment) Act, 1916. No. of Application.

A.B. Between (address and description) Applicant,

C.D. (address and description) Respondent.

On the application of , an officer [or a man] of His Majesty's Forces, and upon hearing

This Court doth pursuant to section 2 of the above-mentioned Act order that the Applicant be at liberty and he is hereby authorized to determine his tenancy of certain premises known as and situate at

of which the Respondent is landlord and the Applicant is tenant under a tenancy from year to year [or (state terms of tenancy)]

upon giving to the Respondent notice in writing of his intention to determine the same, and upon the following conditions, that is to say:—

(here set out any conditions imposed.)

[or This Court doth order that the application of the Applicant for an order under section 2 of the above-mentioned Act authorizing the Applicant to determine his tenancy of certain premises known as and situate at

of which the Respondent is landlord and the Applicant is tenant under a tenancy from year to year [or (state terms of tenancy)]

be and the same is hereby dismissed.]

[Add, if so ordered, And it is ordered that the Applicant A.B.

[or the Respondent C.D.] be allowed as against [or the Applicant A.B. the Respondent C.D.] his costs of this application, which are

hereby allowed at the sum of £

And it is ordered that the Respondent [or the Applicant] do pay the said sum of £

to the Applicant [or the Respondent] on or before the day of 19

Dated this 19 day of By the Court, Registrar.

To (the Applicant and the Respondent or Respondents, naming them.)

9. SUMMONS ON APPLICATION FOR RELIEF UNDER SECTION 1 OF THE COURTS (EMERGENCY POWERS) ACT, 1917. In the County Court of holden at In the Matter of the Courts (Emergency Powers) Act, 1917. No. of Application.

And in the Matter of a contract dated (give date and parties) and Between

A.B. (address and description) Plaintiff. [or Applicant]

C.D. (address and description) Defendant. [or Respondent.]

TAKE NOTICE, that you are hereby summoned to attend this Court [or, if the application is intended to be made to the Registrar, at the office of the Registrar of this Court, situate at

the day of 19, at the hour of in the noon,

on the hearing of an application on the part of

who claims to be interested under the above mentioned contract for the following relief pursuant to section 1, sub-section 1 [or sub-section 2], of the Courts (Emergency Powers) Act, 1917, namely, that the above mentioned contract be suspended or annulled

[add, if so, and that the above mentioned action, and any proceedings for the enforcement of the said contract or of any term thereof or any rights thereunder may be stayed (state shortly the relief sought)]

on such conditions (if any) as the Court may think fit, and for an order providing for the costs of the application.

AND FURTHER TAKE NOTICE, that if you do not attend in person or by your solicitor at the time and place above-mentioned, such proceedings will be taken and order made as the Court may think just.

Dated this 19 day of By the Court, Registrar.

To (the Respondent, naming him).

10. ORDER ON APPLICATION FOR RELIEF UNDER SECTION 1 OF THE COURTS (EMERGENCY POWERS) ACT, 1917. In the County Court of holden at In the Matter of the Courts (Emergency Powers) Act, 1917. No. of Application.

And in the Matter of a contract dated (give date and parties) and made between

A.B. Between (address and description) Plaintiff. [or Applicant.]

C.D. (address and description) Defendant. [or Respondent.]

On the application of and upon hearing

The Court doth pursuant to section 1, sub-section 1 [or sub-section 2], of the Courts (Emergency Powers) Act, 1917,

Order that the above-mentioned contract dated (give date and parties) be suspended [or annulled] [add, if so, and that the above-mentioned action and any proceedings for the enforcement of the said contract or any term thereof or any rights thereunder be stayed on the following conditions, that is to say,

(here set out any conditions imposed)]

[or This Court doth order that the application of the Applicant for relief under section 1, sub-section 1 [or sub-section 2], in respect of the above-mentioned contract dated (give date and parties) be and the same is hereby dismissed.]

[Add, if so ordered, And it is ordered that the Applicant [or the Respondent] be allowed as against the Respondent [or the Applicant] his costs

of this application, which are hereby allowed at the sum of £

And it is ordered that the Respondent [or the Applicant] do pay the said sum of £ to the Applicant [or the Respondent] on or before the day of 19

Dated this 19 day of By the Court, Registrar.

To (the Applicant and the Respondent, naming them.)

## War Orders and Proclamations, &c.

The London Gazette of 5th April contains the following:—

1. An Order in Council, dated 5th April, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915. Additions are made as follows:—Argentina, Paraguay and Uruguay, 2; Bolivia, 2; Chile, 1; Honduras, 2; Mexico, 10; Morocco, 4; Netherlands, 7; Netherland East Indies, 19; Salvador, 3; Spain, 9; Sweden, 2; Venezuela, 2. There are also a number of removals from and variations in the List, and the usual notices are appended (see ante, p. 10). A List (The Consolidated List No. 51a) consolidating all previous Lists, revised to date, and including the amendments in the present Schedule, is issued concurrently with this Order. This Consolidated List contains all the names which up to this date are included in the Statutory List.

2. Six Admiralty Notices to Mariners:—(1) No. 448 of 1918, revising No. 1313 of 1917:—English Channel, North Sea Southern portion, with Rivers Thames and Medway and approaches. Pilotage and Traffic Regulations.

(2) No. 452 of 1918 :—England, South Coast : (1) Falmouth Harbour Approach—Traffic Regulations; (2) Penzance Bay—Traffic Regulations.

(3) No. 453 of 1918 :—England, South-East Coast. Dover Channel—Traffic Regulations.

(4) No. 455 of 1918 :—Scotland; West Coast—Firth of Clyde, Isle of Arran. Lamlash Harbour Entrances—Traffic Regulations.

(5) No. 457 of 1918 :—Ireland, East Coast. Belfast Lough—Traffic Regulations.

(6) No. 460 of 1918 :—England, South Coast. Falmouth Harbour Entrance—Prohibited Anchorage.

Most of these are republications of various former Notices. There is also the Notice printed below.

The *London Gazette* for 9th April contains the following :—

3. Three Admiralty Notices to Mariners as follows :—

(1) No. 454 of 1918 :—Scotland, North-East Coast, with Orkney and Shetland Isles.

(2) No. 468 of 1918 :—England, West Coast—River Mersey. Queens Channel—Regulation with regard to Passage of Vessels.

(3) No. 469 of 1918 :—England, South Coast.

No. 1 is a republication, and No. 3 a revision of former Notices.

### Admiralty Order.

#### ADMIRALTY NOTICE TO MARINERS.

No. 456 of the Year 1918.

#### IRISH CHANNEL—NORTH CHANNEL.

##### Restriction of Navigation.

Former Notice.—No. 283 of 1918.

1. Navigation and use of the undermentioned area is entirely prohibited to all ships and vessels of every size and nationality :—

The area is bounded as follows :—

On the North-West by a line joining (a) and (b) :

(a) Lat.  $55^{\circ} 24' N.$ , long.  $6^{\circ} 13' W.$

(b) Lat.  $55^{\circ} 31' N.$ , long.  $6^{\circ} 02' W.$

On the South-East by a line joining (c) and (d) :

(c) Lat.  $55^{\circ} 13' N.$ , long.  $5^{\circ} 30' W.$

(d) Lat.  $55^{\circ} 02' N.$ , long.  $5^{\circ} 40' W.$

On the South-West by a line joining (a) and (d).

On the North-East by a line joining (b) and (c).

2. Rathlin Sound is closed to all traffic.

Note.—This Notice is a re-publication of the former Notice quoted above.

1st April.

[*Gazette*, 5th April.

### Air Ministry Order.

#### BILLETING.

Whereas by Section 108A of the Air Force Act it is, amongst other things, enacted that where directions have been given for embodying all or any part of the Territorial Force it shall be lawful for His Majesty by Order distinctly stating that a case of emergency exists and signified by a Secretary of State to authorize any General or Field Officer Commanding any part of His Majesty's Air Force in any Air-force area or place in the United Kingdom to issue a billeting requisition under his hand requiring chief officers of police to provide billets in such places and for such number of officers and airmen and their horses and for such period as may be specified in the requisition in accordance with the provisions of the said Section.

And whereas directions have been given for embodying all of the Territorial Force.

And whereas a case of emergency exists within the meaning of the said Act.

Now, therefore, His Majesty, in pursuance of the said Act, is pleased to order and authorize any General or Field Officer Commanding any part of His Majesty's Air Force in any Air-force area or place in the United Kingdom to issue billeting requisitions under the said Act.

ROTHERMERE,

By His Majesty's Command.

Air Ministry,  
27th March.

[*Gazette*, 9th April.

### Ministry of Munitions Orders.

#### BUILDING BRICKS.

1. No person shall as from the date hereof until further notice sell or, except for the purpose of carrying out a contract in writing existing prior to such date for the sale of building bricks, deliver any building bricks of any description except under and in accordance with the terms of a permit issued under the authority of the Minister of Munitions, or purchase or, except for the purpose of carrying out such a contract as aforesaid, take delivery of any such building bricks from any person other than the holder of such a permit and in accordance with the terms thereof.

2. Exemption up to 20,000 bricks for certain purposes.]

3. Manufacturers to comply with directions.]

4. Returns.]

5. Applications for Permits.]

6. This Order may be cited as the Building Bricks Control Order, 1918.

5th April

[*Gazette*, 5th April.

### PROTECTION OF MUNITION WORKERS FROM EJECTION.

The Minister of Munitions, being of opinion that as respects the area specified in the Schedule annexed hereto in which the work of manufacturing, producing, repairing, storing or transporting war material is being carried on, the ejection from their dwellings of workmen employed in that work is calculated to impede, delay or restrict that work, in pursuance of the powers conferred upon him by the Defence of the Realm Regulations, hereby orders and declares that the area specified in the Schedule annexed hereto is a special area for the purpose of sub-section 2 of Regulation 2A of the Defence of the Realm Regulations.

3rd April.

#### SCHEDULE.

The Urban District of Selby, the Parishes of Brayton and Barlow in Selby Rural District, and the Parishes of Barby and Osgodby in Riccal Rural District, all in the County of Yorks.

[*Gazette*, 5th April.

[Reg. 2A (2) protects munition workers from ejection (61 SOLICITORS' JOURNAL, p. 780).]

### RESTRICTION ON THE PURCHASE, MANUFACTURE AND INSTALLATION OF ELECTRIC CONVERTER PLANT.

1. No person shall on or after the date hereof until further notice purchase or manufacture, or erect or instal in or in connection with any Factory, Workshop, Steel Works, Shipyard, Colliery or other premises for the purposes of which alternating current is or can be made available, any rotary converter plant, motor generator plant or converter plant of any description for transforming alternating current to direct current, or any part of such plant (all or any of which shall be included in the expression "converter plant") except under and in accordance with the terms of a licence issued on behalf of the Minister of Munitions by the Director of Electric Power Supply.

2. Exception of repairs, &c.]

3. Applications.]

4. This Order may be cited as the Converter Plant Control Order, 1918.

Note.—The licence required by this Order is in addition to and not in lieu of the usual Priority Certificates and permit reference number.

Applicants for licences are warned against purchasing or installing direct current motors before the licence for the necessary converter plant has been obtained.

5th April.

[*Gazette*, 5th April.

### Ministry of National Service Order.

#### REGULATIONS AS TO THE SERVICE OF NOTICES UNDER THE RESERVE FORCES ACT, 1882.

1. Pursuant to the powers conferred by the Reserve Forces Act, 1882, the Ministry of National Service Order, 1917, and all other powers in this behalf, the Director-General of National Service hereby makes and prescribes the following Regulations with regard to the service of notices required in pursuance of the Orders or Regulations in Force under the Reserve Forces Act, 1882, that is to say :—

(a) Any notice requiring a man belonging to the Army Reserve to present himself at any time or place either for military service or for medical examination or re-examination may be served on any such man, either by being delivered to him personally or by being sent by post to, or left at, the premises or place at which for the time being such man is employed.

(b) The manners of service above prescribed are in addition to and not in derogation of any other methods of service of such notices authorized by law.

2. In pursuance of Section 2 of the Rules Publication Act, 1893, the Director-General of National Service hereby certifies that on account of urgency these Regulations should come into immediate operation.

2nd April.

[*Gazette*, 5th April.

### Food Orders.

#### THE DESICCATED COCOANUT (MAXIMUM PRICES) ORDER, 1918.

1. *Maximum prices.*—A person shall not sell or offer or expose for sale or buy or offer to buy any Desiccated Coconut at prices exceeding the maximum prices permitted by this Order.

2. *Wholesale sales.*—The maximum price on the occasion of any sale of Desiccated Coconut, other than a retail sale, shall be at the rate of £4 10s. per cwt.

3. *Transport charges on wholesale sales.* . . .

4. *Retail sales.*—(a) The maximum price on the occasion of a retail sale shall be at the rate of 1s. per lb. . . .

\* \* \* \*

7. *Fictitious transactions.*—A person shall not on the occasion of any sale or disposition of Desiccated Coconut enter or offer to enter into any artificial or fictitious transaction or make or demand any unreasonable charge.

8. *Contracts.*—Where any contract subsisting on the 4th March, 1918, for the sale of Desiccated Coconut provides for the payment of a price exceeding the permitted maximum price, the contract shall stand so far as concerns Desiccated Coconut delivered on or before



the 4th March, 1918, but shall, unless the Food Controller otherwise directs, be avoided so far as concerns Desiccated Coconut agreed to be sold above the permitted maximum price, which has not been so delivered.

9. *Penalty.*

10. *Title.*—(a) This Order may be cited as the Desiccated Coconut (Maximum Prices) Order, 1918.

(b) This Order shall come into force as respects retail sales on the 11th March, 1918, and as respects any other sale on the 4th March, 1918, 2nd March.

THE MILK (SUMMER PRICES) ORDER, 1918.

1. *Maximum prices.*—No person shall directly or indirectly sell or offer for sale or buy or offer to buy any milk at prices exceeding the maximum prices provided by or in pursuance of this Order.

2. *Retail maximum prices.*—Until otherwise determined pursuant to this Order the maximum price applicable on the occasion of a retail sale of milk shall be:—

(a) For milk delivered during the month of April, 1918, at the rate of 2s. 8d. per imperial gallon, and for milk delivered during the months of May, June and July, 1918, at the rate of 2s. per imperial gallon, and thereafter until the end of September, 1918, at the rate of 2s. 4d. per imperial gallon.

(b) Where at the request of the buyer the milk is required to be delivered in bottles, and is so delivered to the buyer's premises, an addition may be made to the foregoing prices at the rate of 1d. per quart provided the Milk is bottled under proper sanitary conditions at or before reaching the seller's premises.

(c) The foregoing prices shall include all charges for delivery, but it shall be permissible for a Food Committee for any area, from time to time subject to the provisions of this Order, to fix for all or any of the milk sold within their area and not delivered to the purchaser's premises, a rate different from the rate for the time being applicable to milk which is so delivered.

3. *Wholesale sales by producers.*

4. *Wholesale sales by persons other than producers.*

5. *Power to vary maximum prices.*—A Food Committee may, except in the case of wholesale sales by or on behalf of producers, from time to time by resolution vary the maximum price for milk delivered within their area or any part of such area but:

(a) Every such resolution shall be reported to the Food Controller within five days and shall not take effect until three days after the same has been sanctioned by the Food Controller, and

(b) Every resolution of a Food Committee under this clause shall be subject at any time to review by the Food Controller and shall be withdrawn or varied as he may direct.

6. *Price to establishments.*

12. *Artificial transaction.*—No person shall, in connection with the sale or disposition or proposed sale or disposition of any milk enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

13. *Powers of Food Committees.*—A Food Committee may subject to the consent of the Food Controller:

(a) buy milk from any person and sell milk so bought at a price estimated to cover at least the cost of purchasing and distributing such milk; and

(b) make arrangements as to the distribution of milk in their area.

14. *Further Powers of Food Committees.*—(a) A Food Committee may

(i) direct any person delivering milk in their area to deliver such milk to any consumer or class of consumers in priority to any other person in their area; and

(ii) direct any person selling milk by retail within their area to deliver in that area only within such parts thereof as the Committee may prescribe; and

(iii) with the consent of the Food Controller give directions in their area for securing the purity, cleanliness and wholesomeness of milk, provided that any directions so given shall not relieve Local Authorities of their powers and duties under existing statutory provisions in regard to milk or relieve cowkeepers, dairymen, purveyors of milk or occupiers of milk shops from their obligations under any such provisions.

(b) Every person to whom any direction is given under the powers conferred by this clause shall comply with such directions.

15. *Consent of Local Authority when required.*—A Food Committee shall not without the consent of the Local Authority or Authorities by whom they were appointed, exercise the powers conferred upon them by the two immediately preceding clauses in such a manner as may involve an expense which is ultimately to be borne by such authority or authorities; provided that the validity of any direction given by a Food Committee under any such powers shall not be questionable on the ground that such consent has not been obtained.

16. *Contracts.*—Where any contract subsisting on 1st April, 1918, for the sale of milk provides for the payment of a price in excess of the maximum price fixed by this Order applicable on the occasion of such a sale, the contract, unless otherwise determined by the Food

Controller, shall be avoided so far as concerns milk which is to be delivered on or after that date.

17. *Exceptions.*—The provisions of this Order relating to prices shall not apply to

- (a) milk sold for consumption on the premises of the seller or
- (b) Condensed Milk, Dried Milk or Milk preparations.

18. *Interpretation.*

19. *Revocation.*—The Milk Order, 1917, and the Price of Milk Order, No. 2, 1917, and the Milk (Amendment) Order, 1917, are hereby revoked as on the date when this Order comes into force, but without prejudice to any proceedings in respect of any previous contravention thereof.

20. *Penalties.*

21. *Title and commencement and extent of Order.*—(a) This Order may be cited as the Milk (Summer Prices) Order, 1918.

(b) This Order shall come into force on 1st April, 1918.

(c) This Order shall extend only to Great Britain.  
8th March.

MARGARINE (MAXIMUM PRICES) ORDER, 1917.

*General Licence.*

The Food Controller hereby authorizes any person holding a licence authorizing him to deal in Margarine by wholesale, to charge on any sale (other than a retail sale) of margarine until further notice, the sum of 10½d. per lb. instead of the sum of 10d. per lb. provided in clause 2 (a) of the Margarine (Maximum Prices) Order, 1917.

12th March.

THE TEA (PROVISIONAL PRICES) ORDER, NO. 2, 1917.

*General Licence.*

The Food Controller hereby authorizes, until further notice, the sale for export of green teas in bond at prices exceeding the maximum price fixed by clause 2 (c) of the above-mentioned Order.

12th March.

THE IMPORTED CANNED CONDENSED MILK (REQUISITION) ORDER, 1918.

1. *Requisition of imported condensed milk.*—(a) The Food Controller hereby requires all persons owning or having power to dispose of any Canned Condensed Milk which may arrive in Great Britain after 1st April, 1918, to place the same at the disposal of the Food Controller and deliver same to him or to his order.

(b) This clause shall not apply to any Canned Condensed Milk which in the opinion of the Food Controller is either unequal in quality to the U.S.A. Standard Condensed Milk or is not in good merchantable condition.

2. *Prohibition of dealings.*

3. *Returns.*

4. *Interpretation.*—For the purpose of this Order, "Condensed Milk" shall include full cream sweetened and full cream unsweetened Condensed Milk, evaporated Milk and machine-skimmed Condensed Milk.

5. *Penalty.*

6. *Title.*—This Order may be cited as the Imported Canned Condensed Milk (Requisition) Order, 1918.

12th March.

THE FLOUR MILLS (PROHIBITION OF SMOKING) ORDER, 1918.

1. No person shall smoke in any Flour Mill or in any store or warehouse used for the purposes of or in connection with a flour mill except as permitted by the person having the management of the Mill.

2. For the purposes of this Order, the expression "Flour Mill" shall mean any premises to which Regulation 20a of the Defence of the Realm Regulations has been applied by the Flour Mills Order, 1917, or the Flour Mills Order, No. 2, 1917.

3. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

4. (a) This Order may be cited as the Flour Mills (Prohibition of Smoking) Order, 1918.

(b) This Order shall come into force on the 30th March, 1918.  
13th March.

THE FISH (REGISTRATION OF DEALERS) ORDER, 1918.

PART I.—LICENSING OF WHOLESALE DEALERS IN FISH.

1. *Licensing of wholesale dealers.*—A person shall not deal in fish by wholesale either on his own account or on the account of any other person:—

(a) After the 10th April, 1918, unless he has applied for a licence as a wholesale dealer in fish; or

(b) After the 1st May, 1918, unless he is the holder of a licence for the time being in force granted by the Food Controller authorizing him to deal in fish by wholesale.

2. *Mode of application for a licence.*—Every application for a licence

shall be made to the Secretary (Fish Supplies Branch), Ministry of Food, 14, Upper Grosvenor-street, W. 1, on a form to be prescribed by the Food Controller, and every applicant shall furnish on such form a true statement of the particulars required for completing the form, which statement shall be signed by the applicant or his duly authorized agent.

#### PART II.—REGISTRATION OF RETAIL DEALERS IN FISH.

7. *Registration of retail dealers.*—(a) Except as provided by sub-clause (b) of this clause a person shall not at any time after the 1st May, 1918, deal in fish by retail except in, about or in connection with premises in respect of which he is the holder of a certificate of registration as a retail dealer in fish for the time being in force granted by the Food Committee for the area in which the premises are situate, but this shall not prevent a retail dealer duly registered from selling from his cart in the ordinary course of business in the area in which such premises are situate.

(b) A retail dealer may be registered as a hawker or costermonger and in such case shall sell only from his cart, stall or barrow and at such other place, if any, as may be named in the certificate.

8. *Form of application.*—Every application for a certificate of registration shall be made on a form to be prescribed by the Food Controller and every applicant shall furnish on such form a true statement of the particulars required for completing the same, which statement shall be signed by the applicant or by his duly authorized agent.

#### PART III.—GENERAL.

20. *Power to hold both licences.*—A person may be licensed as a wholesale dealer in fish under Part I. of this Order and registered as a dealer in fish by retail under Part II. of this Order.

21. *Exceptions.*—Nothing in this Order shall affect:—

(a) Sales by retail of cooked fish by a person in the ordinary course of his trade; or

(b) Sales of smoked, pickled, dried or preserved fish.

22. *Interpretation.*

23. *Infringements.*

24. *Extent of Order.*—Nothing in this Order shall apply to a person who sells in Ireland fish for delivery in Ireland.

25. *Title.*—This Order may be cited as the Fish (Registration of Dealers) Order, 1918.

14th March.

#### THE LIVE STOCK (RESTRICTION OF SLAUGHTER) ORDER.

1. *Beasts not to be slaughtered unless sold in a market.*—No person shall slaughter any beast unless such beast has within the 14 days immediately preceding the day of slaughter been sold or bought in a market in Great Britain.

2. *Pregnant animals not to be sent or sold for slaughter or slaughtered.*—(a) No person shall bring or send or cause to be brought or sent to any market for sale for slaughter, or sell for slaughter, or cause or permit to be slaughtered, any in-pig sow of any age, in-lamb ewe of any age, in-calf cow, or in-calf heifer, or any calf.

(b) An animal shall be deemed to be brought or sent or sold for slaughter if it is slaughtered within 14 days of its sale in the market to which it was brought or sent or in which it was sold.

10. *Revocation.*—The Live Stock (Restriction of Slaughter) Order, 1917, is hereby revoked as on 18th March, 1918, but without prejudice to any proceedings in respect of any contravention thereof.

11. *Title and extent of Order.*—(a) This Order may be cited as the Live Stock (Restriction of Slaughter) Order, 1918.

(b) This Order shall not apply to Ireland.

(c) This Order shall come into force on 18th March, 1918.

16th March.

#### THE RAW COCOA (PRICES) ORDER, 1918.

1. *Restriction on Sales.*—No person shall sell or buy or offer to sell or buy any raw cocoa except in accordance with the following provisions:—

(a) The price shall not exceed the fair value ascertained as hereinafter provided, and

(b) The contract shall be in writing and in a form approved by the Food Controller.

2. *Fair Value.*—For the purpose of ascertaining the fair value, the raw cocoa shall be graded by a person authorized in that behalf by the Food Controller, and the fair value shall be ascertained by him on the basis of such grading in accordance with general directions to be issued from time to time by the Food Controller. The determination of such a person shall be conclusive as to the fair value.

9. *Title.*—(a) This Order may be cited as the Raw Cocoa (Prices) Order, 1918.

(b) This Order shall come into force on 2nd April, 1918.

19th March.

IT'S WAR-TIME. BUT—DON'T FORGET

THE MIDDLESEX HOSPITAL

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

#### THE INTOXICATING LIQUOR (OUTPUT AND DELIVERY) ORDER, 1918.

1. *No beer to be brewed below gravity of 1010°.*—A Brewer for Sale shall not in any quarter brew any beer at his brewery at an original gravity below 1010°.

5. *Determination of gravity.*—If any question shall arise under this Order as to the average original gravity of beer, such question shall be determined by the Commissioners.

6. *Infringements.*

7. *Title and commencement.*—(a) This Order may be cited as the Intoxicating Liquor (Output and Delivery) Order 1918, and shall be read as one with the Intoxicating Liquor (Output and Delivery) Order, 1917.

(b) This Order shall come into force on 1st April, 1918.

19th March.

#### THE COCOA-BUTTER (PROVISIONAL PRICES) ORDER, 1918.

1. *Maximum prices.*—No person shall sell or offer or expose for sale or buy or offer to buy any Cocoa-Butter at prices exceeding the maximum prices permitted by this Order.

6. *Contracts.*—Where any contract subsisting on the 19th March, 1918, for the sale of Cocoa-Butter provides for the payment of a price in excess of the permitted maximum price the contract shall stand so far as concerns Cocoa-Butter delivered on or before the 25th March, 1918, but shall, unless the Food Controller otherwise directs, be avoided so far as concerns Cocoa-Butter agreed to be sold above the permitted maximum price which has not been so delivered.

7. *Fictitious transactions.*—No person shall in connection with a sale or disposition or proposed sale or disposition of any Cocoa-Butter enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

10. *Title and commencement.*—(a) This Order may be cited as the Cocoa-Butter (Provisional Prices) Order, 1918.

(b) This Order shall come into force as regards sales by retail on the 2nd April, 1918, and as regards any other sale on the 25th March, 1918.

19th March.

We have also received:—

A General Licence, dated 16th March, under the Sugar Order (Ireland), 1917.

The Pig and Pig Products (Prohibition of Export) (Ireland) Order, 1918, dated the 20th March, 1918.

Considerations of space compel us to cut down the War Orders as far as possible, and in general we cannot do more than indicate their nature, and give the leading provisions. The full text of the Food Orders can be obtained from H.M. Stationery Office, Kingsway, W.C. 2.

## Societies.

### Solicitors' Benevolent Association.

The directors of this association held their usual monthly meeting at the Law Society, Chancery-lane, on the 10th inst., Mr. L. W. North Hickley in the chair, the other directors present being Messrs. W. C. Blandy (Reading), E. R. Cook, T. S. Curtis, A. Davenport, C. Goddard, G. P. Hinds (Goudhurst), C. G. May, R. C. Nesbitt, and W. M. Walters. Grants were made to deserving cases amounting to £426, forty-six new members were admitted, and other general business transacted.

Mr. Reginald W. Poole was elected a director.

## Obituary.

### Mr. Richard Robson.

MR. RICHARD ROBSON a partner in the firm of Messrs. Bell, Brodrick, & Gray, of Ormond House, Queen Victoria-street, E.C., died of heart failure at a nursing home in London on Saturday, 30th March, aged thirty-four. Mr. Robson, who was a son of Mr. Thomas Robson, of Pocklington, Yorkshire, was a Clement's Inn and Daniel Reardon prize-man, and was admitted as a solicitor in August, 1905. At the time of his death he had three brothers in the Army. Two, who are solicitors, have been on active service in France since the outbreak of the war, and both hold commissions and military decorations; but we regret that one of them, Col. F. W. Robson, is now reported killed.

Qui ante diem perlit,  
Sed miles, sed pro patria.

### Lieut.-Col. Frederick W. Robson.

Lieutenant-Colonel FREDERICK WILLIAM ROBSON, D.S.O., Yorkshire Regiment, attached Durham L.I., who has been killed, was the third son of Mr. Thomas Robson, solicitor, of Pocklington, and was aged thirty.



He was a solicitor, having been admitted in 1909. Educated at the Pocklington Grammar School, he matriculated at London University, and served his articles with his father at Pocklington, where he afterwards practised. In the final examination he obtained honours, and was the John Mackerell prizeman. He commenced active service in April, 1915, and was in the battle of St. Julien within four days of landing. He was on active service in France continuously since that time. He was promoted major, and subsequently lieutenant-colonel, was twice mentioned in despatches for distinguished and gallant service and devotion to duty, and was awarded the D.S.O. Colonel Robson's two younger brothers, Captain E. M. Robson, M.C., and Lieutenant J. Stanley Robson, both of whom have been wounded, are serving in the Yorkshire Regiment.

### Major W. Crabbe Beck.

Major W. CRABBE BECK, R.F.A., who was killed on 28th March, was the son of Mr. and Mrs. F. W. Beck, of Foxlow, Garden-road, Bromley, Kent. He was born at Luton, in 1888, and educated at St. George's, Harpenden, Herts, and at Charterhouse, where he was a lieutenant in the Cadet Corps. He served his articles with his father, was admitted a solicitor in 1912, and a year later joined his father's firm, Messrs. Neve, Beck, & Kirby, 21, Lime-street, London. He was a captain in the 4th London (Howitzer) Brigade at the outbreak of war, and immediately volunteered for foreign service. He had served in France, Salonika, Egypt, and Palestine, was promoted major in 1917, and was mentioned in despatches.

### Major John H. Whitworth.

Major JOHN HAWORTH WHITWORTH, M.C., who died of wounds on 31st March, was educated privately and at Wadham College, of which he was a scholar. He was admitted at the Inner Temple in 1904, and practised in the Chancery Court of the County Palatine. He contested the Shrewsbury and Knutsford Division in 1910. He joined a Territorial battalion of the Manchester Regiment in September, 1914, and accompanied his battalion to France in March, 1917. He was awarded the Military Cross for gallantry, extricating his battalion when in serious difficulty near Nieuport. In 1913 Major Whitworth married the only daughter of Mr. A. J. King, formerly M.P. for the Knutsford Division.

### Captain Charles W. T. Barker.

Captain CHARLES WILLIAM TONE BARKER, M.C. Durham L.I., was born in December, 1886, and was the eldest son of Colonel C. W. P. Barker, The Hawthorns, Sunderland. He was educated at the High School, Sunderland, and Gresham's School, Holt, Norfolk, and matriculated at London University. He was admitted a solicitor in October, 1910, and practised at Sunderland as a partner in the firm of Messrs. Dixon & Barker. A correspondent of the *Times* writes:—"He enlisted in the Hussars in August, 1914, and received his commission in the Durham L.I. in the early part of 1915. He was reported for 'gallant and noble conduct,' 'cool, calculating bravery,' and as being 'utterly unselfish and unmindful of his own safety in his regard for that of others' at Loos in September, 1915. When battalion bombing officer he was wounded leading the bombers over an enemy communication trench on 1st July, 1916, and lay on the field until 8.30 p.m. on the 2nd, but exercised control all the time. He was promoted captain and awarded the Military Cross, but was killed on Sunday, 24th March. Captain Barker was one of five brothers, all of whom have served since the outbreak. Three of them have finished their work, and the two survivors have each been wounded."

### Captain E. L. Beale.

Captain E. L. BEALE, Cambridgeshire Regiment, was the younger son of the late A. G. Beale, of the Manor House, Waltham St. Lawrence, and Ravenswood, Hamble, and Mrs. Beale, of 13, Cromwell-road, S.W., and was twenty-six years of age. He was educated at Warren Hill, Eastbourne, where he was in the cricket and football elevens, and at Harrow (Mr. Kemp's), where he was captain of his house football XI. He went up to Trinity College, Oxford, and there he rowed in the college eight and took his degree in law in 1912. After travelling abroad he was articled to Sir J. F. Beale, K.B.E., solicitor, in 1913. He enlisted in the London Scottish in August, 1914, and went to the front in March, 1915, but returned to take up his commission in the Cambridgeshire Regiment in July, 1915, and was given his company later in the same year. In October, 1917, however, he joined another battalion at the front as lieutenant, but was again given his company last February.

### Captain Charles B. M. Hodgson.

Captain CHARLES BASIL MORTIMER HODGSON, The Queen's (Royal West Surrey Regiment) was born in September, 1881. Educated at Eton (Mr. Williams's House), and Magdalen College, Oxford, he was called to the Bar at the Inner Temple in 1907, and in July of the same year was gazetted to the Special Reserve Battalion of The Queen's obtaining his company in 1913. Soon after the outbreak of war he joined his regiment at the front, and took part in the battle of the Aisne and the first battle of Ypres. He was invalided home, after

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being injured during later fighting, and during his convalescence he spoke in various parts of the country for the Parliamentary Recruiting Committee. In February, 1915, he was appointed to the staff in Mesopotamia, but was invalided to Egypt with fever. Later he served through the campaign against the Senussi. He was mentioned twice in despatches, and was awarded the Croix de Guerre. Subsequently he went to another front, where he was attached to the London Regiment. He was reported dangerously ill from wounds on 9th March, and died in hospital on 1st April, ten days after the death of his brother, Captain Cyril Hodgson. He married, on 3rd August, 1911, May Alice (Molly), eldest daughter of Archdeacon Carpenter and Mrs. Carpenter, of Salisbury.

### Captain Eric Dudley Rose.

Captain ERIC DUDLEY ROSE, London Regiment, killed 30th March, aged twenty-six, was the elder son of Mr. and Mrs. Albert Rose, of 17, Fairhazel-gardens, Hampstead, N.W. He was educated at Peterborough Lodge, South Hampstead Preparatory School, whence he gained an open scholarship at Dover College in 1905. He was head of the "Sixth" during 1909, and on leaving matriculated at the London University in the First Division. He was articled to Messrs. C. V. Young and Cowper, of Stoke Newington and the City, and took honours in his Final Law Examination in 1914. On 8th August, 1914, he joined the 1st Battalion Infantry, H.A.C., and went into action in November, 1914, and returned to take a commission in November, 1915, in the London Regiment. He went to France in 1916 and then to Salonika; and later to another front.

### Lieutenant Ralph C. F. Cotton.

Lieutenant RALPH CHARLES FAIRBAIRN COTTON, Yeomanry, attached Machine-Gun Corps (Cavalry), who died on 28th March, of wounds received the day before, aged thirty-five, was the only son of Mr. and Mrs. S. F. Cotton, Brydone, Bitterne, Hants. He was educated at Waynflete, Clifton, and Winchester, where he played in fifteens and sixes for Commoners, was a member of school committee, and head of his house. He went with a scholarship to New College, Oxford, where he rowed in the college boat. He was a member of the Leander Club. He took a second in "Mods," a third class in Greats. While reading for the Bar he lived and worked for two years at Oxford House, Bethnal Green. He was called to the Bar in 1908, and practised in the Chancery Division. Later he lectured on Equity at the Working-men's College, St. Pancras, and was secretary of the Wykehamist Society. He was for seven years a member of the Inns of Court O.T.C., and at the outbreak of war volunteered for foreign service, and accepted a commission in the Yeomanry. In June, 1916, he was attached to the Machine-gun Corps (Cavalry), with which he served from October, 1916. He married in January, 1914, Jane Beatrice Haselfoot, and leaves two daughters.

## Legal News.

### Appointment.

The Rt. Hon. JAMES O'CONNOR, K.C., Attorney-General for Ireland, has been appointed to be a Judge of the Chancery Division of the High Court of Justice in Ireland, in the room of Sir Dunbar Plunket Barton, Bt., retired. Mr. O'Connor, who is forty-six years of age, was called to the Bar in 1900, and took silk eight years later.

### General.

Dr. Wynne Westcott, coroner for North-East London, has appointed as his deputy Dr. Thomas Bernard Stedman, barrister, of Golders Green, recently medical officer of health at Leighton Buzzard.

At the Sheffield Quarter Sessions on Wednesday, says the *Times*, Joseph Albert Hill, steel manufacturer, and William Edward Cooper,

his secretary, appealed against their convictions by the Sheffield Justices in January of food hoarding. Mr. Compston, K.C., for the prosecution, admitted that, in view of the decision of the Divisional Court in *Re v. Hamrick, Ex parte Murdoch* (the *Times*, 27th March), there must be separate convictions for each article of food proved to be hoarded, the convictions were bad on their face, and he could not support them as they stood. The appeal was accordingly allowed and the convictions quashed. The appellants did not ask for costs.

After a long interval the Russian War Tribunal resumed its sittings at Guildhall on Tuesday. The chairman, Mr. F. Brinsley Harper, explained that the recruiting convention was still in force. As the people concerned had neglected the opportunity of returning to Russia, they must bear their share of the burden in the country of their adoption. They would be treated neither better nor worse than Englishmen. They must understand that the decision of the tribunal was final, whether they were sent to auxiliary military service or to work of national importance. In the latter case, if a man did not find work of national importance within the prescribed time he would pass automatically into the Army.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EYE.	
Monday April 15	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam	Mr. Jolly
Tuesday .... 16	Leach	Goldschmidt	Borrer	Synges
Wednesday .... 17	Church	Leach	Goldschmidt	Bloxam
Thursday .... 18	Farmer	Church	Leach	Borrer
Friday .... 19	Jolly	Farmer	Church	Goldschmidt
Saturday .... 20	Synges	Jolly	Farmer	Leach

  

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday April 15	Mr. Synges	Mr. Farmer	Mr. Church	Mr. Leach
Tuesday .... 16	Bloxam	Jolly	Farmer	Church
Wednesday .... 17	Borrer	Synges	Jolly	Farmer
Thursday .... 18	Goldschmidt	Bloxam	Synges	Bloxam
Friday .... 19	Leach	Borrer	Goldschmidt	Borrer
Saturday .... 20	Church	Goldschmidt	Borrer	Bloxam

### EASTER SITTINGS, 1918.

#### COURT OF APPEAL.

##### IN APPEAL COURT No. 1.

Tuesday, 9th April. — *Ex parte* Applications, Original Motions and Interlocutory Appeals from the Chancery and Probate and Divorce Divisions.

Wednesday, 10th April. — Final Appeals from the Chancery Division will be taken and continued until further notice.

##### APPEAL COURT II.

Tuesday, 9th April. — *Ex parte* Applications, Original Motions and Interlocutory Appeals from the King's Bench Division.

Wednesday 10th April. — Final Appeals from the King's Bench Division will be taken and continued until further notice.

##### CHANCERY COURT III.

##### MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the sittings.

##### CHANCERY COURT II.

##### MR. JUSTICE ASTBURY.

Mondays ..... Sitting in Chambers  
Tuesdays ..... (Companies Acts and non-wit list)  
Wednesdays ..... Fur. con. and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... (Mots, sht caus, pte, and non-wit list)

#### LORD CHANCELLOR'S COURT.

##### MR. JUSTICE EYE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the sittings.

##### CHANCERY COURT V.

##### MR. JUSTICE PETERSON.

Mondays ..... Chamber summonses  
Tuesdays ..... (Sht caus, pte, fur con and non-wit list)  
Wednesdays ..... Non-wit list  
Thursdays ..... Lancashire Business will be taken on the 11th and 23rd April and the 9th May.  
Fridays ..... Mots and non-wit list

##### CHANCERY COURT I.

##### MR. JUSTICE SARGANT.

Mondays ..... Chamber summonses  
Tuesdays ..... (Sht caus, pte, fur con and non-wit list)  
Wednesdays ..... Non-wit list  
Thursdays ..... (Mots and non-wit list)  
Friday ..... Mots and non-wit list

##### CHANCERY COURT IV.

##### MR. JUSTICE YOUNGER.

Except when other Business is advertised in the Daily Cause List Mr. Justice Younger will take Actions with Witnesses throughout the sittings.

Applications under Trading with the Enemy Acts will be heard on each Tuesday afternoon

### COURT OF APPEAL.

#### EASTER SITTINGS, 1918.

The appeals of other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

#### FROM THE CHANCERY DIVISION.

Judgment Reserved.  
(General List.)

#### FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE) AND THE

### COUNTY PALATINE AND STANNARIES COURTS.

#### (General List.)

1917.

Mathieson v Napier & Wife  
Rust v McNaught & Co ld  
In re Thomas Henry Loveless, dec  
Farrer v Loveless & ors  
In re Sir Thomas Lucas, Bart,  
dec The Public Trustee v  
Lucas & ors  
Flint v Attorney-Gen

1918.

In re Chateau Thierry's Settlement Uhlig v Greenhill  
In re Bicknell, dec Stuttford v Stuttford  
Wood, F P v The Attorney-Gen  
Wood, A S v The Attorney-Gen (s o for 10 days after No 5 disposed of)  
In the Matter of Letters Patent, No 27,838 of 1912, granted to the Stahlwerk Becker's Patent Akt, and in the Matter of the Patent & Designs Act, 1907  
Richards v Brown (not before April 22)  
In re Sir J C Wernher, dec Wernher v Beit & anr  
In re the Trusts of the Will of John Swain, dec Brett & anr v Ward & ors  
In re C A Beckett, dec Parnell & anr v Paine & ors  
In the Matter of Partnership Agreements A G Brown v W H Evans & ors  
Jones, A D v Berthgron Quarry Co  
In re Southgate, dec and In re the Trustee Act, 1893 Burchan v Easter & ors  
In re James Craig, dec Craig v Craig

#### FROM THE PROBATE AND DIVORCE DIVISION.

Judgment Reserved.

(Final and New Trial List.)

Divorce Wickins, Bertram, V. W (Appl't) v Wickins, Mabel L (Respt), A E Goode, Party Cited (c a v March 18)

#### FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1917.

Divorce Holland, E (Petr) v Holland, P (Respt)  
1918.

Divorce In the Matter of the Legitimacy Declaration Act, 1858 Beresford orse Tooth v The Attorney-Gen

#### FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1918.

Harrison v Clark & anr  
Horwich v Sicree

(Interlocutory List.)

In re Robert Clay, dec Clay & anr v Booth & ors & In re Deed of Indemnity, dated March 5, 1915

#### FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1917.

In re Shoreham Harbour Trustees United Kingdom, & c In-

### stitute v Shoreham Harbour Trustees & ors

1918.

Divorce In the Matter of the Legitimacy Declaration Act, 1858 Slingsby v Attorney-Gen (T W Slingsby & A P Slingsby, Parties cited) In re Stovell, an infant In re The Marriage Act of 4 Geo. IV.  
Divorce Adam, J B M (Petr) v Adam, K M M (Respt)  
In re Trading with the Enemy (Amendment) Act, 1916, and In re Franken Bros, an enemy firm A G S Manufacturing Co ld v Aeroplane General Sundries ld

#### FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Debtor v The Petitioning Creditors and The Official Receiver), No 10 of 1918

In re A Debtor (expte The Debtor v The Petitioning Creditor and The Official Receiver), No 443 of 1917

Appeals and Motion in Bankruptcy Standing in the "Abated" List.

#### FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re J F P Yeatman (expte Henry Miller v The Trustee and The Debtor), No 863 of 1910.

Motion.

In re Bernard Boaler (expte Bernard Boaler v The Official Receiver & ors), No 918 of 1909 for an order that the order of adjudication, dated Dec 21, 1909, be annulled part heard (s o generally)

In re A Debtor (expte The Debtor), No 224 of 1916 from a Receiving Order made herein on May 25, 1916, by Mr. Registrar Linklater.

In re A Debtor (expte The Debtor v The Petitioning Creditor & The Official Receiver), No 246 of 1917

In re A Debtor (expte The Debtor v The Petitioning Creditor & The Official Receiver), No 357 of 1917

#### FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final and New Trial List.)

Liebig's Extract of Meat Co ld v Mersey Docks and Harbour Board & Walter Nelson & Son ld appln of Defts, Mersey Dock & Harbour Board (c a v March 14)

#### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1915.

Parson v Nesbitt (s o notice of death of Deft)

1917.

The Ecclesiastical Commrs. for England v The Commrs. of Inland Revenue (Revenue Side) (s o for Attorney-Gen)



Michaels v Lindsay  
Norman v Brooke (s o for Attorney-Gen)  
The Commrs of Inland Revenue v The Trustees of the Settled Estate of the Right Hon Hugh Cecil Earl of Lonsdale (*Revenue Side*) (s o for Attorney-Gen)  
The British & Foreign Steamship Co ld v The King  
The Guaranty Trust Co of New York v A Hannay and Co  
W Cater & Co ld v W Notman & Co & ors  
Forsberg & Mark v Scott Bros ld  
The King v Braithwaite & anr (expte T Dowling)  
Barry Bros v Sowerbutts & Co (not before April 19)  
Marple & Gillott ld v Underwood  
James Henry Monks (Preston) ld v Lamplough  
The New Rotoplunge Pump Co ld v The Kelly Trading Co ld  
Mitchell, Henry v The Norwich Union Life Insur Soc  
The Governors of the Foundation of Repton School v The Rural District Council of Repton  
Nijhuis v Lowe, Bingham & Matthews  
Same v Craig & ors  
Gousky & Wife v Durell & ors  
Riordan v Frame & Co  
Upjohn v Ford  
Same v Hitchins  
George Wills & Sons ld v Young, town Sheet & Tube Co  
Val de Travers Asphalte Paving Co ld v The French Asphalte Co ld  
Artizans, Labourers & General Dwellings Co ld v F S Cliford & Wife  
China Mutual Steam Navigation Co ld v The Port of London Authority  
Deakin & Wife v Bowden Brake Co ld & anr  
Cole v Lady de Trafford  
The King on the prosecution of F J B Culverhouse v Collier & anr  
W Devonald v R Michel & Co  
Nathan Daniel v Chas Rogers (Florence Fantin, Clmt)  
Bush & anr v Carlton  
Geo Lueders & Co v Cooke, Tweedale and Lindsay ld  
C Kenyon ld v Barnett & Co  
Bullfinch ld v Strong  
Warwick, M P v Warwick, T Sharp, E (widow) v Wailes Dove Bitumastic ld  
Sambrooke v Wood  
Hind v Bradshaw  
Emile Beauvois v Joe Richardson  
The South Coast Trades Finance Assoc ld v W A Granden & anr (by original action) and W A Granden & anr v The South Coast Trades Finance Assoc & anr (by counter-claim)  
Blane, Wright & Martinez ld v Dampkibaacties Otto Thorensen Linie  
E Dodsworth v E & H Crichton ld  
H Negus v Same  
In the Matter of the Arbitration Act, 1889 and In the Matter of an Arbitration between The Produce Brokers Co ld (Buyers) and Charles Weis and Co ld (Sellers)  
Roe, W v R A Naylor ld  
Roff v British & French Chemical Manufacturing Co ld and Gibson Miles v Forest Rock Granite Co (Leicestershire) ld

Blackburn Bobbin Co v T W Allen & Co ld  
Crane & Sons ld v Osborne & Wood  
Ashton & Co ld v London & North Western Ry Co  
The Pyman S S Co ("Raithwaite") v The Lords Commissioners of the Admiralty  
Joseph Rank ld v Cunard S S Co ld  
Bowen v Samuels  
J S Holt & Mossley ld v Stewart & Esplen ld  
In the Matter of the Arbitration Act, 1889 and In the Matter of an Arbitration between The Kensington & Knightsbridge Electric & Lighting Co and The Notting Hill Electric Lighting Co ld  
In the Matter of The Married Woman's Property Act, 1882  
Humphery, S W v Humphery, H A (his Wife)  
Law & ors (trading as William Jacks & Co) v The Dominion Iron & Steel Co ld  
Steam Traders ld v Townsend Bros  
In the Matter of an Arbitration Wilhelm Wilhelmson (The Shipowner) v The Western Fuel Co (The Charterers)  
Magnus, C Hansen v The Norske Lloyd Insce Co ld  
Baddeleys & Co v Hugo Landsberger  
Mondial Trust Co ld v Lloyd's Bank ld

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).  
With Nautical Assessors.  
(Final List.)  
1917.

Aindoni—1916—Folio 763 The Strick Line ld v The Elder Line ld (damage)  
The Welshman—1917—Folio 194 The Corp of Trinity House v Owners of Steamship Welshman (damage)

1918.  
Cedric—1917—Folio 763 G. Maurice (Owner of Sailing Barge Yvonne Odette) v The Oceanic Steam Navigation Co ld (damage)  
Cedric—1917—Folio 763 G. Maurice, owners of Sailing Barge Yvonne Odette v The Oceanic Steam Navigation Co ld (damage)

Rio Preto—1916—Folio 621 Owners of Steamship Radium v Owners of Steamship Rio Preto (damage)

Southwaric—1917—Folio 379 Admiralty v Owners of S S Southwaric (damage)

Belvedere—1917—Folio 514 Admiralty v Owners of S S Belvedere (damage)

Westfalen—1916—Folio 355 Admiralty v Owners of the Barge Westfalen (damage)

Westfalen—1916—Folio 355 Admiralty v Owners of the Barge Westfalen (damage)

Ravenna—1917—Folio 417 Owners of S S Rose v Owners of S S Ravenna (damage)

Margaux—1917—Folio 919 Owners of S S Basil & the Master & Crew suing for their lost effects v Owners of S S Margaux (damage)

Ainsdale—1917—Folios 229 & 535

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Without Nautical Assessors.  
(Final List.)  
1917.

Ingstad—1915—Folio 510 Holman ld v T P Rose ld (demurrage)

### FROM THE KING'S BENCH DIVISION. (Interlocutory List.) 1917.

Attorney-Gen v Solomon Wolfowitz (*Revenue Side*)

Same v Bernard Singer (*Revenue Side*)

Allsopp v Central Control Board (Liquor Traffic) (s o till after judgment Cannon Brewery Chancery Appeal delivered)  
1918.

Roesin v Attorney-Gen (s o to follow Flint v Attorney-Gen, No. 5, Chancery General List)  
Norbury Natsio & Co ld v Griffiths Wells v Sillem

Jones & Sons v Whitehouse

### IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906. (From County Courts.) 1917.

Cross v Whitehead Aircraft ld  
King v Port of London Authority  
Stevens v London & South Western Ry Co  
Kloosterman v Vickers ld

Wilson, Elizabeth v London & North Western Ry Co  
Tinker v Hulse & Co ld  
Edge, J H v Green, J  
Jones, Emma v South Eastern & Chatham Ry Co's Managing Committee

Hayes v Philbin  
Manclark v Rotax Motor Accessories Co ld

Knyvett, C v Wilkinson Bros ld  
Venters v Sunbridge Park Golf Club

Olley, W H v The Union Lighterage Co ld

Bird, A L v Keep, J S

Gray v Sopwith Aviation Co ld

Rennoldson v Ellerman Wilson Line

Macey & anr v Edmonton Mutilations Co ld

Doolan v Henry Hope & Sons ld

H D Rawlings ld v H H Hodgson

Kemp, M A & ors v Clyde Shipping Co ld

Rooney & Wife v Hurlock

### STANDING IN THE "ABATED" LIST.

(Trinity, 1916.)

### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1914.

The Commrs of Inland Revenue v Smyth (*Revenue Side*) (s o generally)

Hunter v Commrs of Inland Revenue (*Revenue Side*) (s o for generally)

1915.  
Walter Morrison v The Commis-  
sioners of Inland Revenue  
(Revenue Side) (s o generally)

(Interlocutory List.)

1916.  
J Soanes & Sons ld (H Huber &

Co, Garnishees) v Papier Fabrik  
Wiessenstein A G (Judgt  
Debtor) (s o generally)

N.B.—The above List contains  
Chancery, Palatine and King's  
Bench Final and Interlocutory  
Appeals, &c., set down to 28th  
March, 1918.

## HIGH COURT.—CHANCERY DIVISION.

EASTER SITTINGS, 1918.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice SARGANT will take his Business as announced in the Easter Sittings Paper.

Mr. Justice ASTBURY will take his Business as announced in the Easter Sittings Paper.

Mr. Justice YOUNGER.—On each Tuesday afternoon Summonses under Trading with the Enemy Act will be taken. Subject thereto Actions with Witnesses will be heard throughout the Sittings.

Mr. Justice PETERSON will take his Business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice PETERSON will take Liverpool and Manchester Business on Thursdays, the 11th and 25th April, and the 9th May.

Summonses before the Judge in Chambers.—Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice EVE will take the Witness List for EVE and PETERSON, JJ.

Mr. Justice YOUNGER will take the Witness List for SARGANT and YOUNGER, JJ.

### CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to March 28th, 1918.

Before Mr. Justice NEVILLE  
Retained Matters.

Motion.

In re South Australian Land, & Co ld

Adjourned Summonses.

In re Mathew & Harris' Contract and In re Vendor & Purchaser Act, 1874

In re J A Melhuish, dec Wright v Wright

In re Paul's Settlement Golding v Braddon

In re T D Coleman, dec Coleman v Coleman

In re Hoare Strickland v Carrère

In re Wallace Scott v Scott

In re Sir Joseph Crosland, dec Crosland v Crosland

In re C D Stephens, dec Vicars Miles v Public Trustee

In re Hussey, dec Sequeira v Moore

Causes for Trial.  
(With Witnesses.)

Gough v The Baltic Basic Slag Co ld pt hd (s o)

Hamlyn v Holroyd Hamlyn v Southern Shan States Syndicate (1909) ld

In re Companies (Consolidation) Act, 1908 In re Southern Shan States Syndicate (1909) ld

Hamlyn v Southern Shan States Syndicate (1909) ld (April 22)

In re Spiers & Pond ld

In re W E Williams Edwards v Williams

Dugay v Cascalho Syndicate ld (April 29)

Kahn v Samuels

Johnson & Co (Wholesale Costumiers) ld v Thorn

Hood v Samuels & Co.

Rubens v Piggott Bros & Co ld

Scrase v Coomber

In re A E Domm, dec Domm v Domm

In re J Todd, dec Todd v Sharp Mackendrick v Murison

Before Mr. Justice EVE.  
Retained Matters.

Adjourned Summonses.

In re Whitworth, dec O'Rourke v Darbishire

In re Basset & Bond's Contract & Vendor and Purchaser Act, 1874

Radcliffe v Abbey Road Building Soc

In re De Stern Wagg v Michelham

In re H Geddes, dec Blair v Taylor

In re A D Brown, dec Wace v Smith

In re J Thompson's Will Trusts Dickinson v Steavenson

In re Joseph Beecham, dec Wolley v Beecham

In re Haddington Vernon v Arden

In re Constantinidi Cassavetti v Constantinidi

In re Dunn Commercial Union Asse Co v Dunn

In re Crocker Mountstephen v Crocker (restored)

Woodman v Pwllbach Colliery Co

Causes for Trial.  
(With Witnesses.)

Harris v Harris

Churchill v Whetnall

Aberconway v Same

In re Foster's Settlement Foster v Eteen

In re Hall Brown v Brown

In re John Harvey, dec Harvey v Harvey

Thomson v Pinchin

Frost v The King Edward VII Welsh National Memorial Assoc

Parkinson v Maze

Osborn v Smith

Hubbard v The City Life Assoc (not before April 20)

Atkinson v Bainbridge

Harris v Warren & Phillips

Allen v Allen

Boneham v Hirst Bros & Co ld

Laurie v Chambers

Before Mr. Justice SARGANT  
Retained Matters.

Causes for Trial.

(With Witnesses.)

In re the Patents & Designs Act, 1907, and In re Letters Patent, No. 18,047 of 1903, granted to S Z Ferranti (April 9)

Attorney-Gen v Cory Bros & Co ld pt hd (April 10)

Kennard v Cory Bros & Co ld pt hd (April 10)

Gwynne-Vaughan v Powell

Taylor v Wilton

Ives v Brown

In re Dewar's Patent, No 13,638 of 1904 (June 4)

In re H D Taylor's Patent, No 12,735 of 1904 (June 4)

In re Worrall's Petition, No 13,100 of 1904 (June 4)

Adjourned Summonses.

(From Mr. Justice NEVILLE's List.)

In re James, dec James v James (s o)

In re John Hicks, dec Dingle v Pollard pt hd (s o)

In re M Mathew, dec Mathew v Mathew

In re Thomas Sillito, dec Sillito v Sillito

In re The Mayor, &c, of Plymouth & Walter In re Vendor & Purchaser Act, 1874

In re Scholefield's Trusts Atkinson v Scholefield

Adjourned Summonses.

In re Bird, dec New v Bird

In re N F Daw, dec Blencowe v Daw

In re Joyce, dec Joyce v Joyce

In re S O Pierce, dec Trehearne v Pierce

In re J Lamperti, dec Capon v Batek

Before Mr. Justice ASTBURY  
Retained Witness Action.

Kent v Forsdike

Causes for Trial without Witnesses and Adjourned Summonses.

Atkinson v Dresser

In re Birch, dec Miles v Nicholson

In re James N Pimm, dec Malkin v Pimm

In re James Harrison, dec Barrett v Barrett

In re Thomas Howlett, dec Lester v Howlett

In re C F le Hardy, dec le Hardy v Hardy

In re Twist, dec Clements v Twist

In re Macdonald, dec Dick v Fraser

In re J C Hailes, dec Royal Exchange Asse v Agnew

In re Honeychurch, dec Honeychurch v Honeychurch

In re G E Smith, dec Smith v Young

In re Fredk Moses, dec Flemen v Moses

In re F L H Morrice, dec Betts v Rose

In re H. S. Wood, dec Wood v Public Trustee

Wood Green U D C v Sebright

In re Ford Smellie v Ford

In re H C Smith Oliver v Clive

In re R Chipperfield, dec Chipperfield v Attorney-Gen

In re C E Wood, dec Public Trustee v Wood

In re Bosio, dec Matthews v Roberts, Lubbock & Co

In re Bower, dec Fearnside v Taylor

In re Lethbridge, dec Public Trustee v Lethbridge

In re Renwick, dec Valder v Prideaux

In re James Bennett, dec Bennett v Elkins

In re R L Armes, dec Wheeler v Crosby

In re W H Smith, dec Smith v Coles

In re A M Smith, dec Trevor v Goodhall

In re M Farrant, dec Public Trustee v Farrant

In re Jephson, dec Burns v Jephson

In re Eglington, dec Underwood v Nesfield

In re S Artiss, dec Jones v Collins

In re P Cervats, dec Turner v Solly

In re Wm Robinson, dec Robinson v Barlow

Rover v S African Breweries ld

In re M E Hancock's Estate Barratt v Hancock

In re Henry Budd, dec London County & Westminster Bank v Keelson

Hosack v Robins

In re W H Sidley, dec Breeden v Nairne

In re H J Wolstenholme Stanwell v Wolstenholme

In re F A Hillyard, dec Crane v Hillyard

In re James Wasmuth v James

In re John Brewer, dec Ford v Brewer

In re Brabourne Settlement Trust Beaumont v Brabourne

Graham v Seal

In re Tapp Tapp v Tapp

In re Ann Sparkes, dec Kemp-Welch v Kemp-Welch

In re Goldspink, dec Catchpole v Catchpole

In re Baerselman, dec Culley v Baerselman

In re J C Gant, dec Langham v Gant

In re J Fine, dec Fine v Fine

In re H S Hampton, dec Hampton v Mawer

Amphlett v Brookes

In re Clifford, dec Clifford v Grundy

In re Eliath W Jones, dec Jones v Jones

Scantlebury v Angier

In re J Piroth, dec Jeannens v Piroth

Reid v Socconesco Rubber Plantations ld



In re Wyndham & Co ld Radford  
v The Company  
In re Nelson Norris v Nelson  
In re H W Moss, dec Moss v  
Moss  
In re Harbord's Settlement  
White v Garney  
McEwen v Thomas  
In re H P Edwards, dec Spen-  
cer v Heron  
In re Kerrison's Settlement In  
re Settled Land Acts  
Prudential Assee Co v Wade  
In re Alfred Savill, dec Savill v  
Savill  
In re Stoneham Stoneham v  
Stoneham  
In re A Jolley, dec Jolley v  
Jolley  
In re Berry Dickson v Byrne  
In re Moore Bird v Edwards  
In re M A French, dec Giles v  
Toon  
In re F S Barnard, dec Ritchie  
v Barnard  
In re F H Holmes, dec Holmes  
v Holmes

Companies (Winding-up) and  
Chancery Division.

Petitions (to wind up).

Timor Oilfields ld (petn of R H  
Siley—ordered on Oct 13, 1914,  
to stand over generally)  
Chilian Eastern Central Ry Co ld  
(petn of A Delimele—ordered on  
June 15, 1915, to stand over  
generally)  
Tough-Oakes Gold Mines ld (petn  
of G F S Bowles—ordered on  
July 6, 1915, to stand over gen-  
erally)  
Colbrook Chemical & Explosives  
Co ld (petn of Scottish Tube  
Co ld—ordered on Dec 5, 1916,  
to stand over generally)  
G H Fernau & Co ld (petn of  
Public Trustee and ors—ordered  
on July 31, 1917, to stand over  
generally)  
Paraguay Central Ry Co ld (petn  
of Frederick J Benson & Co—  
s o from Jan 15, 1918, to April  
16, 1918)  
North West Corpn ld (petn of  
Goodall, Clayton & Co ld—s o  
from Jan 15, 1918 to April 16,  
1918)  
London County Commercial Re-  
Insurance Office ld (petn of  
Danske Genforsikring Aktiesel-  
skab (Danish Re-Insurance Co  
—ordered on Jan 22, 1918, to  
stand over generally)  
Rubel Bronze & Metal Co ld (petn  
of G J Eveson Coal & Coke Co  
ld—s o from March 5, 1918, to  
April 16, 1918)  
Wilson Rolling Shutter Co (1914)  
ld (petn of British Mannesmann  
Tube Co ld—s o from March 5,  
1918, to April 16, 1918)  
Riviera Hotel ld (petn of Calays  
ld—s o from March 26, 1918, to  
April 16, 1918)  
Sandow's Cocoa & Chocolate Co ld  
(petn of Sir T V Strong)  
Petition (to sanction Scheme of  
Arrangement) William Cole-  
man's Ordinary Shares ld  
(petn of H W Cutting—ordered  
on March 3, 1914, to stand over  
generally)  
Petition (to confirm Re-organisa-  
tion of Capital) Cooper Steam  
Digger Co ld (ordered on June  
16, 1914, to stand over gen-  
erally)  
Petition (to sanction Scheme of  
Arrangement and confirm Re-

duction of Capital) Edison  
Swan Electric Co ld & reduced  
(ordered on May 4, 1917, to  
stand over generally)

Motions.

Wood Green & Hornsey Steam  
Laundry ld Trenchard v Wood  
Green & Hornsey Steam Laun-  
dry ld (to stay action—ordered  
on Jan 16, 1917, to stand over  
generally)  
Batavia Plantation Investments  
ld (for injunction—ordered on  
March 13, 1917, to stand over  
generally)  
American Bowling Alley Co ld (to  
stay Voluntary Winding Up—  
ordered on March 26, 1918, to  
stand over generally)

Court Summonses.

French South African Develop-  
ment Co ld Partridge v French  
South African Development Co  
ld (on preliminary point—  
ordered on April 2, 1914, to  
stand over generally pending  
trial of action in King's Bench  
Division)  
English & Scottish American  
Mortgage and Investment Co ld  
(as to contingent claims part  
heard—parties to apply to fix  
day for further hearing—ret-  
ained by Mr. Justice Neville)  
General Omnibus Supply (Manu-  
facturing Co) ld (delivery up of  
books and documents—ordered  
on Feb 27, 1917, to stand over  
generally)  
Moylett's Stores ld (to vary list  
of contributories—ordered on  
April 3, 1917, to stand over  
generally)  
Yenidje Tobacco Co ld (adjust-  
ment of rights of partner Share-  
holders—ordered on Jan 29,  
1918, to stand over generally)  
Pacaya Rubber & Produce Co ld  
(misfeasance)

Before Mr. Justice YOUNGER.

Retained Matters.

Motion.

Fernau v Fernau

Adjourned Summonses and Non-  
Witness Action.

In re Ogilvie, dec Ogilvie v  
Ogilvie pt hd  
In re Soden & Alexander's Con-  
tract and In re Vendor & Pur-  
chaser Act pt hd  
In re Smith Smith v Lancashire  
In re Rogerstone Brick & Stone  
Co ld Southall v Wescomb

Further Consideration.

Shrubsole v Allenby

Applications under the Trading  
with the Enemy Acts, 1914 to  
1916.

In re Coutinho, Caro & Co,  
enemies, &c  
In re Von der Heydt & Co,  
enemies, &c  
In re N Levy & Co, enemies, &c  
In re Norddeutsche Kartoffelmehl  
Fabrik m b h, an enemy, &c

Causes for Trial.

(With Witnesses.)

Stone Dam Estate Co ld v Clay-  
ton, Murgatroyd & Co ld  
(April 10)  
Skinner v Macdonald  
Hay v The Fanvac Co (s o to  
April 18)

Army & Navy Contract Corpn ld  
v Blarlot (not before May 6)  
In re Norton & Co's appln & In  
re Trade Mark Act, 1905 (not  
before May 15)  
Matthews v Wyndham  
Henry v Cohen  
In re Hawley, dec Kilner v Haw-  
ley  
Ingoldby v Fothergill  
Sanderson v Workington Borough  
Council  
Essinger v Rimmer  
William Hollins & Co ld v Black-  
well Rural District Council  
Same v Mayor, &c of Mansfield  
Rudd v Evans

Before Mr. Justice PETERSON.

Further Considerations.

Faes v Storms  
Same v Official Receiver in Bank-  
ruptcy

Causes for Trial without Witnesses  
and Adjourned Summonses.

In re Harris Winwood v Eldon  
John Vipond ld v Blaenavon Co ld  
In re Reeve's Settlement Will-  
mott v Austen  
In re Constable, an infant In re  
Guardianship of Infants Act  
In re Ann Pritchard, dec Phillips  
v Pritchard  
In re Wood's Settlement Coles v  
Brodrick  
In re H L Stables, dec Public  
Trustee v Parker  
In re Gledhill, dec Hitchen v  
Elsworth  
In re Davis, a Solr  
In re Lord Chas Innes Ker's Set-  
tlement Duchess of Welling-  
ton v Ker  
In re Allen, dec Public Trustee  
v Codrington  
In re Churley, dec Barrington v  
Kirkaldy  
In re Hyams, dec Hyams v  
Hyams  
In re H O Fisher, dec Fisher v  
Fisher  
In re Thomas Hansard v Thomas  
In re H T Perfect, dec Barker v  
Perfect  
In re Hampton, dec Trinity Col-  
lege v Hampton  
In re Wm Francis, dec Parker v  
Graydon  
In re A Henderson, dec Hender-  
son v Johnston  
In re T B Radford, dec Jones v  
Radford  
In re E Tompkins, dec Dickinson  
v Tompkins  
In re Tattersall's Settlement  
Public Trustee v Tattersall

In re Codd Public Trustee v  
Codd  
In re Robert Yates Yates v  
Yates  
In re Khory, dec Desai v Khory,  
Desai v Khory  
In re Durrant, dec Hillman v  
Durrant  
In re A van Millingen, dec Pub-  
lic Trustee v A van Millingen  
In re J N Downing, dec Downing  
v Downing  
Birn Bros ld v Keene & Co ld  
In re Vial's Settlement Cooke v  
Vial  
In re Maclurcan, dec Maclurcan  
v Ternan  
In re Edward Park, dec Warland  
v Park  
In re R B Thomas, dec Anderson  
v Thomas  
In re Edward Mann, dec Mann v  
Mann  
In re Huttop, dec Dampin v  
Dampin  
In re Lewal's Settlement Gould  
v Lewal  
In re Fleming's Contract Flem-  
ing v Boret  
In re Arthur Millward's Settle-  
ment Millward v Spittall  
In re Benson, dec Knaresborough  
Guardians v Benson  
In re John Rigby, dec Rigby v  
Rigby  
In re P. Isaacs, dec Isaacs v  
Isaacs  
In re G F Torry, dec Torry v  
Torry  
In re John Toy, dec Toy v Toy  
In re C E Woodward, dec Jevons  
v Davison  
In re John Lysaght, dec Lysaght v  
Bush  
In re W Hancocks, dec Hancocks  
v Hancocks  
In re W Roberts, dec Roberts v  
Roberts  
In re A Wyatt's appln In re  
Courts (Emergency Powers)  
Acts  
In re F. Seaton, dec Hunter v  
Seaton  
The Henry Pneumatic Tyre Co ld  
v Keiran (s o to April 12)  
In re L C Walpole, dec Skipper  
v Fisher  
In re Henry Moor's Will Trusts  
Butterell v Harrison  
In re Leslie's Settlement Trusts  
Leslie v Leslie  
In re S Bowyer, dec Froot v  
Brackley  
In re Julius Cohen Cohen v  
Cohen  
In re J Polson Polson v Polson

## Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, MAR. 22.

BEACON STEAM FISHING CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required  
on or before April 12, to send in their names and addresses, and particulars of their  
debts or claims, to William Robson Boyd, 67, Cloethorpe rd, Grimsby, liquidator

KRUGERSDORP BOARD OF EXECUTORS AND TRUST CO, LTD. (IN VOLUNTARY LIQUIDATION).  
—Creditors are required, on or before April 30, to send their names and addresses, and  
particulars of their debts or claims, to Chas. W. Rooke, 46, Queen Victoria st  
liquidator.

MELORA RESTAURANT CO, LTD.—Creditors are required, on or before April 8, to send  
their names and addresses, and the particulars of their debts or claims, to William  
Edmund Chiam, 31, Bocher gate, Carlisle, liquidator.

ORANGE SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on  
or before April 29, to send in their names and addresses, with particulars of their  
debts or claims to Lewis Teller, 104, High Holborn, liquidator.

TOTARA MINES, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or  
before April 23, to send their names and addresses, and particulars of their debts or  
claims, to Herbert Gimson, 1, Guildhall chambers, liquidator.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, MAR. 26.

BRIDGEFIELD RING MILL, LTD.—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Jno. P. Garnett, 61, Brown st., Manchester, liquidator.

SEATON SHIPPING CO., LTD.—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Thomas Walton and Mr. Ralph Thomas Warwick, 2, Scarborough st., West Hartlepool, liquidator.

London Gazette.—FRIDAY, MAR. 29.

ADMIRAL NELSON STEAM SHIPPING CO., LTD.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to William Dodds, Maritime bldgs., Quayside, Newcastle upon Tyne, liquidator.

ELMSWOOD HALL LAUNDRY CO., LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Bryce M. Hamner, 24, North John st., Liverpool, liquidator.

ELVIN & JOHNSTONE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before May 1, to send in their names and addresses, and particulars of their debts or claims, to Randal Hopley, 48, Aire st., Goole, Yorks, liquidator.

EVAN ROBINSON, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert Crispwell, 12, Cherry st., Birmingham, liquidator.

GLENFORD & CO., LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Herbert Ford, 96, Colmore row, Birmingham, liquidator.

NORTHFORD & CO., LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Herbert Ford, 96, Colmore row, Birmingham, liquidator.

VANOVER ISLAND MINING & DEVELOPMENT CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Kitching, 37, Old Jewry, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, MAR. 22.

Totara Mines, Ltd.  
London Sporting Park, Ltd.  
Evan Robinson, Ltd.  
Monometer Manufacturing Co., Ltd.  
"Gillman" Steamship Co., Ltd.  
"Ganganian" Steamship Co., Ltd.  
W. Price & Co., Ltd.  
Ramsgate Smackowners' Ice Co., Ltd.

London Gazette.—TUESDAY, MAR. 26.

Hedges Manufacturing Co., Ltd.  
E. J. Buckley (Hanley), Ltd.  
McNaught & Co., Ltd.  
Brymbo Public Hall Co., Ltd.  
Leigh, Fenshurst and District Shire Horse Co., Ltd.  
Seaton Shipping Co., Ltd.  
Alexander Slate Co., Ltd.  
City Paper Bag Co., Ltd.

London Gazette.—FRIDAY, MAR. 29.

Arnott Garages, Ltd.  
Borpani Estates, Ltd.  
Lander & Co., Ltd.  
Cale Chemical Co., Ltd.  
Banks Martin, Ltd.  
Victoria Bowling Club, Preston, Ltd.

London Gazette.—TUESDAY, APRIL 2.

Springfield Steam Shipping Co., Ltd.

## Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, MAR. 22.

CEDARS MANHIONS HOTEL.—Creditors are required, on or before April 12, to send by prepaid post full particulars of their debts or claims to Percy Horace Green, 60, Watling st., controller.

STEIN & RUSSELL.—Creditors are required, on or before April 12, to send by prepaid post full particulars of their debts or claims to Percy Horace Green, 60, Watling st., controller.

London Gazette.—TUESDAY, MAR. 26.

ALBERT MICHAEL BURGER.—Creditors are required, on or before April 22, to send by prepaid post full particulars of their debts or claims to Peter Leask, 7, St Mildred st., controller.

London Gazette.—FRIDAY, MAR. 29.

MADAME SIBYLLE.—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to William A. Blade, 9, Old Jewry, controller.

WALTER STEPHAN MIELENZ and ALFRED NEUMERKE, trading as WALTER NEWMAN & Co.—Creditors are required, on or before April 15, to send, by prepaid post, full particulars of their debts or claims, to Charles James Band, 8, High st., Coventry, controller.

London Gazette.—TUESDAY, APRIL 2.

JULIUS ADOLF FREY.—Creditors are required, on or before April 30, to send, by prepaid post, full particulars of their debts or claims, to R. William Cave, 280A, High st., Rochester, controller.

## The Property Mart.

Forthcoming Auction Sales.

April 17.—Messrs. FOX, BURNETT, & BADDELEY, at the Mart: Eze Farm Rents see advertisement, back page, March 30.

April 23.—Messrs. HAMPTON & SONS, at the Mart: Fresholts, etc. (see advertisement, back page, March 10).

May 7, 14.—Messrs. HAMPTON & SONS, at the Mart: Town Houses, etc. (see advertisement, back page, March 30.)

## Creditors' Notices.

Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAR. 22.

ABBOTT, THOMAS, Belchford, Lincs, Farmer May 18 Allison & Staniland, Louth  
ALDRIDGE, EDWARD GEORGE, Barnstaple, Devon May 1 Gibson, Usher & Co, Portugal  
at bldg, Lincoln's Inn  
ALLEN, LESLIE JOHN SPENCER, Bournemouth May 3 Edward H Bone, Bournemouth  
Jacks, 24 Austin Friars  
ANDRADE, MOSES DE COSTA, Bickenhall mans, Gloucester pl May 4 Badd, Johnson  
Jacks, 24 Austin Friars  
ATKINSON, MARIAN, Holmes, Westmorland May 1 T O Jackson, Milnthorpe, West-  
morland  
BALLS, JOHN TAYLOR, Mildenhall, Suffolk, Farmer June 1 Horchen, Gresham & Co,  
Attleborough, Norfolk  
BARBER, PETER BLAKE Walsall, Staffs, Currier June 1 Enoch Evans & Son, Walsall  
BARLOW, THOMAS, Hyde, Chester April 27 J & P Hibbert, Hyde  
BARON, THOMAS GEORGE STORKE, Bendin April 22 Agar-Hutton & Co, 6, Princess st,  
Hanover sq  
BECKTON, JOHN, Haslewell rd, Putney April 30 Percival & Son, Peterborough  
BURGES, ADELAIDE SOPHIA, Kenilworth, Warwick April 30 Stanley Attenborough &  
Co, 18, Piccadilly  
BUTTER, GEORGE FREDERICK, Smallthorn, Staffs, Commercial Agent May 3 R Heaton  
& Son, Burslem, Staffs  
CANDLE, EDWARD HENRY, Sutton, Surrey, Ironmonger April 25 Spencer, Gibson &  
Son, Sutton, Surrey  
CHAPMAN, THOMAS OXLEY, Wadhurst, Sussex May 1 Frank Humphry, Crow-  
borough  
COLEMAN, GEORGE WILLIAM, Kibworth Beauchamp, Leicester April 30 Toller,  
Burgess & Pochin, Leicester  
COLLINGTON, GEORGE, Silsby, Leicester, Grasper April 22 G Stevenson & Son  
Leicester  
COOK SEPTIMUS, Elm Grove rd, Barnes April 30 Harold G Morrish, 62-68, Basing-  
hall st  
CORBISHLEY, MARY, Twickenham April 24 Bayley & Jones Basingstoke  
CUTHBERT, Capt JAMES HAROLD Hexham, Northumberland April 26 Hors, Pattison  
& Bathurst, 48, Lincoln's Inn fields  
DUNE, KATHLEEN, Colchester April 18 W H Martin & Co, 18-19, Ironmonger in  
GOFF, JANE ADELAIDE, Twickenham April 21 Snow, Fox & Higginson, 7, Great St  
Thomas Apostle, Queen st  
GRAHAM, ANN JANE, Whitehaven, Cumberland April 22 John Singleton, Whitehaven  
HINKS, GEORGE, Emsworth, Hants, Florist April 23 W E Bonwick, 10, Ironmonger in  
HOLE, ALBERT EDWARD, Woking May 4 Robert Mossop, 17, Water in  
HOLMES, NICOLAI MARTINOVICH, Princes st, Hanover sq April 22 Agar-Hutton  
& Co, 6, Princes st, Hanover sq  
HUGHES, THOMAS JOSEPH, Crofton Park, Kent, Shoeing Smith April 15 Buck, Cock-  
shott & Cockshott, Southampton  
JACKSON, JOHN, Parley May 7 Frank & Graham, 8, Hanover sq  
JENNINGS, Rev WILLIAM THOMAS, Boston, Lincs April 30 John Gates, Luton, Beds  
JOHNSON, WILLIAM ELLIOTT, Gt Yarmouth, Fish Merchant April 6 Burton & Son,  
Gt Yarmouth  
JOHN, WILLIAM SALTERN, Minster, Isle of Thanet May 8 Robinson & Alflee,  
Ramsbury  
KRAILSHAM, JULIUS, Chislett rd, West Hampstead, Stockbroker April 20 Tatham  
& Lousada, 18, Old Broad st  
LONGMAN, HARRIET JANE, Bristol May 1 N Strickland & Fletcher, Bristol  
MCNAIN, MARY ELIZABETH, Broadstairs May 7 Frank & Graham, 8, Hanover sq  
MERRETT, HARRIET, Berkeley, Glos April 23 C Scott & Son, Berkeley  
MILFORD, MARY ANN, Hailsham, Sussex May 31 Chas O Gough, Calne, Wilts  
MOULDS, HENRY THOMAS, Buntingham, Lincs March 30 Sharp & Symes, Epworth,  
or Doncaster  
MUMM, ELIZABETH v, Hyde Park st April 30 Emmet & Co, 14, Bloomsbury sq  
PENMAN, ROWLAND ARTHUR, Guilford st, Estate Agent April 23 C P Fielder, Le Riche  
& Co, 3 & 4, Lincoln's Inn fields  
PHILLIPS, BASIL WATTS, 11, King's Bench walk, Temple May 1 C R Woolley, 60, Lin-  
coln's Inn fields  
PREEDY, ELIZABETH JULIANA BRADON, Fladbury, Worcestershire April 30 White,  
Norrett & Bick, 2A, Dean's yd  
PRICE, REUBEN, Berkeley, Gloucester, Mason April 23 C Scott & Son, Berkeley  
RIGGS, GEORGE ROBERT IVOR, Burnham on Crouch, Hotel Manager April 23 Halli-  
ghey & Co, 37, Copthall av  
ROBE, ELISA ANNE, Northam, Devon May 1 Baseley, Barnes & Baseley,  
Bideford  
ROWELL, FRANCES EMMA, Leamington April 23 C P Fielder, Le Riche & Co, 3 & 4,  
Lincoln's Inn fields  
SIMS, HAROLD JOSEPH, Bishops mans, Fulham, Engineer April 21 Macdonald &  
Stacey, 2, Norfolk st  
SWEET, WILLIAM, Stawley, nr Wellington April 18 Edwin Hellard, Stogumber  
THACKWELL, CAROLINA MATELDA GEORGIANP, Bath May 23 Adam, Thring, Sheldon  
& Co, Bath  
WALKER, HENRY WILLIAM, Fenchurch av April 30 G S Warrington & Him mds,  
14-15, Coleman st  
WEDLAK, THOMAS WILLIAM, Hornchurch, Essex, Ironfounder April 30 Hunt & Hunt,  
Rimford, Essex  
WILLIAMS, RICHARD, Liverpool, Master Mariner April 30 Morescroft, Sproat & Killey,  
Liverpool  
WORTH, CHARLES CUTHBERT, Newcastle upon Tyne May 7 Gibson, Pybus & Pybus,  
Newcastle upon Tyne  
WYE, JOHN HENRY, Little Drammond st, St Pancras, MD April 30 Greenfield &  
Cracknall, 3, Lancaster pl, Strand

London Gazette.—TUESDAY, MAR. 26.

BARRAT, JAMES, St Day, Cornwall April 30 Sandom, Kersey & Knight, 52, Grace-  
church st  
BERNARD, Rev HENRY NORRIS, Folkestone June 30 Barnes & D H Bernard, 4, Gt Win-  
chester st  
BRWLEY, EDWARD NEVILLE, Golder's Green April 25 Francis & Crookenden, 23, Lincoln's  
Inn fields  
BONE, Rev FREDERICK JAMES, Exmouth May 6 Allan B Bone & Son, Devonport  
BRETT, HENRY, Southend on Sea April 22 Drury Freeman, 493, Lea Bridge rd  
BROOKSHAW, ARTHUR, Rhoe on Sea, Dunbligh April 22 Clays & Son, Manchester



BROUGHTON, NORMAN WALFORD, Sydney, New South Wales April 30 Moodie & Sons, 2, Basinghall av

CASEY, EDWARD, Windsor April 31 Durnford & Gale, Windsor

CORRIE, EMILY AGUSTA, Guildford May 1 Burch, Whitehead & Davidson, 6, Bolton st, Piccadilly

DICKER, WILLIAM STEVENSON, and MARY DAVID DICKER Bristol May 31 Barry & Harris, Bristol

DICKSON, DAVID, Queen's av, Muswell Hill April 24 Guillaume & Sons, 9, Salisbury sq

EARDENSON, JOSEPH, Parkhurst rd, Holloway April 30 Anning & Co, 78, Cheapside

ELVIDGE, JAMES GORDON, Queen's rd, Finsbury Park April 30 Putvoys & Baker, 23, John st, Bedford row

FISCHER, FREDERICH AUGUST, Treuen & Vogt, Saxony May 4 Kerly, Sons & Karuth, 10 & 11, Austin friars

GORTON, CHARLES, High st, Whitechapel April 30 Thomas D Metcalfe, 124-7, Mitcalfe

HABIN, JOHN, Chiddam, Sussex, Farmer June 24 J A Morris Bow, West Pallant, Chichester

HAMM, Major WILLIAM JOSEPH PATRICK, Craven Hill gds, Hyde Park April 30 F W Hughes & Son, 103, Edgware rd

HIND, MARY EMMA, Fortis Green rd, East Finchley April 30 Wrensted, Hind & Roberts, 68, Queen Victoria st

HIRST, MARTHA, Dewsbury March 30 C Ernest Peace, Dewsbury

HOBSON, THOMAS ARTHUR SUMNER, Manchester April 30 Weston, Grover & Lees, Manchester

HOLLIDAY, JOHN, Southend on Sea May 3 A G Freeman, 18, Eldon st

HUNTING, HENRY, Jarrow, Steel Works Manager May 8 Newlands & Newlands, Jarrow on Tyne

JACKSON, ELEANOR FANNY, Wallingford, Berks May 15 Cosper, Walker & Hall, 7, Birchln ln

KEW, Capt GEORGE RICHARD, Manchester April 12 Harvey Smith & Sons, Hyde

LEE, HARRIETT, Urmoston, Lancs May 21 Bullock, Worthington & Jackson, Manchester

LECKER, THOMAS, Raglan, Mon, Hotelkeeper April 25 Williams & Sons, Monmouth

LEVETT, WILLIAM, Goudhurst, Kent, Farmer April 14 Buss, Bretherton & Murton, Neale, Tunbridge Wells

LIVINGSTON, JAMES, Gracechurch st April 24 A F & R W Tweeds, 5, Lincoln's inn fields

MORRIS, SYDNEY HERBERT, Frizington, Cumberland May 4 Hanbury, Whitting & Logie, 62, New Broad st

NORRIS, GEORGE, Birmingham, Fish Salesman April 30 Gem & Co, Birmingham

O'NEILL, THOMAS, Wimbledon April 30 Ralph Raphael, 17, Coleman st

OUNIROFF, LIEBE GEORGINA NEPOMUCKY, Portland pl April 30 Sanderson, Adkin, Lee & Eddie, 46, Queen Victoria st

PAGE, MARY, Galaborough May 1 Buchanan & Richardson, Galaborough

RAE, RACHEL BEVERIDGE REID, Pepys rd, New Cross April 15 Richard Furber & Son, 8, Gray's inn sq

ROSE, HENRY FULLWOOD, Bath April 30 Fuller & Whittington, Bath

ROTHENHAM, AMY HELENA, Liverpool April 12 J F Read & Brown, Liverpool

ROWE, PHILIP POPPLESTONE, Tottenhall, Wolverhampton April 30 Stirk & Co, Wolverhampton

ROWLANDSON, THOMAS SOWERBY, Barton, Yorks April 6 Clayhills, Son & Feetham, Darlington

SHARP, ALFRED GRANVILLE, 9th Batt Royal Warwickshire Regiment May 6 Greenfield & Cracknell, 3, Lancaster pl, Strand

SHARP, MARGARET, Colwyn Bay, Denbigh April 30 Slater, Heels & Co, Manchester

STOCKDALE, MARY JANE, Levenshulme, Lancs April 30 Frederick Towns, Manchester

SHAW, ESTHER SMITHSON, Preston May 1 Shuttleworth & Dallas, Preston

SMITH, JOHN CECIL, Armitage, Staffs May 6 James F Addison & Cooper, Walsall

STANLEY, EDWIN, Faversham, Licensed Victualler April 26 Smith & Payn, Faversham

THICKNESSE, 2nd Lieut R S, Cambridge pl, Kensington April 23 Thicknesse & Hull, 5, Little College st, Westminster

TOMKIN, WILLIAM JAMES, Little Chart, Kent, Farmer May 3 J M Poncia, Ashford, Kent

TYL, WILLIAM WATERMAN, Macclesfield April 33 March, Pearson & Akenhead, Manchester

WALKER, GEORGE, Birmingham, Tool Manufacturer April 25 Jas Ore, Birmingham

WILLFORD, JULIA, Scarborough May 7 Underwood & Robson, Hull

WILLIAMS, PHILIPPA ROSE, Bristol April 30 Clarke, Sons & Press, Bristol

London Gazette.—FRIDAY, Mar. 29.

ANDERSON, ELIZABETH GARRETT, Aldeburgh, Suffolk May 1 Parker, Garrett & Co, St Michael's Rectory, Cornhill

ATKINSON-GRIMSHAW, ANNIE, Bournemouth April 13 E F Hunt, 60, Watling st

AUCKLAND, Rt Hon WILLIAM HORTON, Baron, Bournemouth April 30 Burgess, Taylor & Tryon, 1, New sq, Lincoln's inn

BARTLETT, CHARLES LEONARD, Rancorn, Chester May 1 Maughan & Hall, Newcastle-on Tyne

BATLEY, JONAS, Holmfrith, Yorks, Joiner May 1 Kidd, Meller & Fletcher, Holmfrith

BENNETT, JANE, Doncaster May 1 Frank Allen, Doncaster

BEST, JAMES WILLIAM, Bellevue av, Greenwich May 25 Andrew, Wood, Purves & Sutton, 8 & 9, Great James st, Bedford row

BOYER, SAMUEL, Liverpool, Cow Keeper May 8 J M Quiggia & Son, Liverpool

BRABNER, MARIE LOUISE, Dorking April 30 Alfred Powell, 37, Essex st, Strand

BRADING, MINNIE GERTRUDE, Chapel st, Islington April 16 David Davis, 11, John st, Crutched friars

BROWNE, HENRY RALPH, Paignton, Devon May 10 Flaigate & Co, 13 & 19, Pall Mall

DAVID, MORGAN, Bridgend, Glam, Butcher April 29 Dapho L. Powell & Co., Bridgend, Glam

DAVIES, EDWARD GRIFFITH, Llanrug, Carnarvon, Farmer April 13 Ellis Davies, Carnarvon

DODD, WILLIAM RALPH, Chesnut, Herts May 1 Crossfield, Cushing & Wheldon, 354, Hackney rd

DOMINY, HENRY STONE, St Martin's ln, Dentist May 1 Martin & Nicholson, 29, Queen st

DOVE, THOMAS ARTHUR, St John st, Clerkenwell May 1 Whitley & Son, 27, Lincoln's inn fields

DOYLE, JAMES GARRETT, Brimley, Kent, Bank Manager May 1 Bartlett & Gregory, 6, New sq, Lincoln's inn

DUDELL, WILLIAM DU BOIS, Walton st, Chelsea May 7 Capron & Co, Savile pl, Conduit st

DUDLEY, CHARLOTTE VIRGINIA, Hove April 30 Warrington Rogers & Wilcox, 32, Victoria st

FAIRBROTHER, SAMUEL, Tintwistle, Chester, Inspector April 13 Percy E Ireland & Hadfield, Glossop

FARMER, PHILADELPHIA, Abardovey, Merioneth April 20 Alfred Barrow, Barrow in Furness

HOLLBONE, HENRY, Birchln ln, Lombard st, Stockbroker April 30 Wellington Taylor, 52, Lincoln's inn fields

HORTON, SARAH JANE, Peasmarsh, Carnarvon April 27 Lawrence Jones & Co, 4, St Mary Axe

JACKSON, EDITH AMELIA, Swansea April 25 J Moy Evans, Swansea

JACKSON, FREDERICK, Hindhead, Surrey, Solicitor May 14 Beamish, Hanson, Aiky & Co, 60, Lincoln's inn fields

KENT, EDWARD, Hastings, Hosier May 8 James & James, 23, Ely pl

KERRY, JOHN, Tipton, Staffs April 30 Charles Round, Tipton

LANGRIDGE, CARLINE JANE, Rock Cottage, Sussex June 4 Bernard Ellis, St Leonards on Sea

LEGARD, Rev CECIL HENRY, Salford Court mans, Apr. 130 H V Baines, 37, Queen Victoria st

LISTER, ALLEN LINDSAY, Cornwall gds, Middlesex April 30 Charles Shortt & Co, Newcastle upon Tyne

MCGREGOR, SARAH ANN, Hye May 1 Stackey, Pope & Carr, Brighton

MAXFIELD, JAMES MORRIS, Fordhook av, Belling Common May 1 Gresham, Davies & Dallas, 12, Old Jewry chmbrs

MOBERLY, HENRY STUART, Cheltenham May 27 Andrew, Wood, Purves & Sutton, 8 & 9, Great James st, Bedford row

MOSLEY, JOHN, Bolton, Florist April 25 Harold Fairbrother, Bolton

NORTH, ELIZABETH FRANCES, Bexhill on Sea April 29 Masterman & Everington, 11, Pancras ln, Queen st

PALMER, LADY GERTRUDE, Loftus in Cleveland, Yorks April 30 Upperton & Co, 14, Lincoln's inn fields

PARKER, CHARLOTTE, Withernsea April 13 Robinson & Sheffield, Beverley

PHILLIPS, HENRY DRUIT, Russell sq, Solicitor April 15 Doliman & Pritchard, 9/10, King st, Cheapside

PITT, STANLEY, Strathbrook rd, Streatham April 30 Putvoys & Baker, 23, John st, Bedford row

POWELL, JOSEPH ISAAC, Gt Western rd, Westbourne Park, Licensed Victualler May 6 N Holman Boyna, 478, Harrow rd

PRYDE, JOHN, Mountfield rd, Finchley, Civil Engineer May 1 Gresham, Davies & Dallas, 12, Old Jewry chmbrs

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For Further Information, write: **24, MOORGATE ST., E.C. 2.**

REDDAN, ELIZABETH JANE, Mansfield, Notts April 30 J E Alcock, Mansfield  
 RIVETT, Rev ALFRED WILLIAM LOVELY, Clippesby, Norfolk April 30 Edward W Worledge, Great Yarmouth  
 ROSEBOM, ERNEST, St Leonard's on Sea April 25 Davidson & Morris, 40 and 42, Queen Victoria st  
 SCHLESINGER, SEBASTIAN BENZON, Nice, France, Composer May 15 Lawrance, Webster, Messer & Nicholls, 14, Old Jewry church  
 SMITH, Rev KENNETH HENRY, Ely April 30 Scadding & Bodkin, 23, Gordon st  
 STEPHENS, JOHN JAMES, Upholland, Lancs April 23 Barlow, Jackson & Gee, Wigan  
 THOMPSON, FLORA CATHERINE, Stone, nr Dorford April 20 Gush, Phillips, Walters & Williams, 3, Finsbury cir  
 THOMPSON, WILLIAM, Lytham, Lancs April 20 William J Dickson & Sons, Kirkham  
 TOUGH, ALEXANDER, Manor Park, Essex, Marine Engineer May 10 Coward & Hawley, Sons & Chance, 3, Mincing ln  
 WALKER, SARAH Mirfield, Yorks April 30 John H Sim son, Dewsbury  
 WARE, CHARLES WILLIAM, Ripon April 30 Mather & Dickinson, Newcastle upon Tyne  
 WEBB, CONRAD ELLIOTT, North End, Hampstead April 30 Finais, Downey, Linnell & Cheesher, 5, Clifford st, Bond st  
 WELCHER, WILLIAM, Doddington, Cambs May 1 F J Wise, March  
 WHITE, JOHN GEORGE, Argyle st, Leyt n May 3 Treherne, Higgins & Co, 7, Bloomsbury sq  
 WHITFIELD, GEORGE CORPE, Eastbourne May 11 Whitfield, Byrne & Dean, 23, Surrey st  
 WINGATE, MARY, Macculay rd, Clapham-Common April 30 Miller & Smiths, 3, Salters Hall ct, Cannon st  
 WOOD, JANE, Sutton, Surrey May 1 Arkell, Cockell & Chadwick, 67, Tool y st  
 WOODS, HENRY, Petersfield, Hants, Coal-Merchant May 1 Percy C Hurley, Petersfield

## London Gazette.—TUESDAY, April 2.

BENTLEY, ARTHUR WILLIAM, Pakefield, Suffolk May 15 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs, Basinghall st  
 BOYD, JOHN HILL, Stonebridge park, Wiltshire May 15 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs, Basinghall st  
 DRAILSFORD, FRANK, Littleover, Derby, Engineer May 3 Moody & Wootley, Derby  
 FAIR, ARTHUR EDWARD BALPOUR, Bournemouth May 15 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs, Basinghall st  
 GLYDE, MARTHA, Whitechurch Canonie rum, Dorset May 13 J J Roper, Bridport  
 HARRINGTON, FLORENCE ELIZABETH, The Grove, Strud Green, Hove May 10 Liddle & Liddle, Southend-on-sea  
 HENRIQUES, ROSE EMELV, Salford May 2 Hall & Co, Manchester  
 HORA, JAMES, Victoria st, Westminster May 21 Lovell, Son & Pittfield, Gray's Inn sq  
 JOHNSTON, JAMES, Avenue rd, Highgate May 15 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs, Basinghall st  
 LISTER, ALLEN LINDSAY, Cornwall gdns April 30 Charles Shortt & Co, Newcastle upon Tyne  
 LYELL, GEORGE, Woking May 15 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs, Basinghall st  
 MORGAN, ERNESTER THOMAS, Cross Hands, Carmarthen April 30 Randall, Saunders & Randall, Llanelly  
 MULLINGER, JAMES BASS, Cambridge, M.A., LL.D April 30 Warren, Marton & Miller, 45, Broomsbury sq  
 MUNDAY, JOHN HILL, St John's rd, Putney Hill, Solicitor May 11 Janson, Cobb, Pearson & Co, 23, College hill  
 O'CONNELL, JAMES WOODALL, Otterburn, Northumberland April 30 Marriott & Co, Manchester  
 ROBINSON, GEORGE, Mercers rd, Tufnell Park, St James May 15 Taylor, Stanbury & Co, 18, Philiter st  
 SCHOFIELD, SARAH JANE, Hurst, nr Ashton under Lyne May 1 Reg Whitworth, Ashton under Lyne  
 THOMAS, HARTWIG CHARLES HERMANN, Mincing ln May 1 Robbins, Oliver & Lake, 218 Strand  
 TICKLE, ANNIE ELIZABETH, Eastbourne May 21 Fredk H Stapley, Eastbourne  
 WASTAFFE, ALICE, Manchester April 30 Hall & Co, Manchester  
 WATNEY, MATILDA JANE, Westerham, Kent May 1 Boodie, Hatfield & Co, 53, Davies st, Berkeley sq  
 WOOD, WILLIAM THOMAS, Crookenhill, Kent, Farmer April 30 C J Parker, 17 Monument st

## London Gazette.—FRIDAY, April 5.

AGNEW, WILLIAM LOCKETT, Old Bond-st May 14 Finais, Downey, Linnell & Cheesher, 5, Clifford st, Bond st  
 BALLARD, JOSEPH, Bournemouth, Solicitor April 30 Oswald Hickson & Field, 6, Moor-st  
 BARNETT, JOHN, Suddinghill, Berks, Manager May 7 R H Douglas, 5, Copthall ct  
 BRADSHAW, FRANCES MAUD MARY, Lyndhurst, Hants April 28 John E C Miller, Portsmouth  
 BRAINWOOD, WILLIAM HENRY TUCKER, Fellen st, Fulham May 3 Williams & Lyon, 106 Fulham rd  
 BROWN, ROBERT GEORGE, St Lawrence, Essex, Farmer May 1 Crick & Freeman, Maldon, Essex  
 BROWNE, JOHN JAMES, Woodstock av, Golder's Green May 5 F A Rolt, 24, Bedford row  
 CARRINGTON, SARAH, Donaldson rd, Kilburn May 15 C Osman Ward, London and South Western Bank Ltd, 170, Fenchurch st  
 COLLINGS, WHARTON RYE, Southwold mans, Melde Vale May 1 Rigby & Herron, Liverpool  
 DANVERS, HARRIET ELISA FLORENCE EMILY, Leinster gins, Baywater June 29 Broad & Son, 1, St Winchet st  
 DUBASH, JEHANGHER BOMANHER, Hagarth rd, Earl's Court, Physician April 30 Ernest Bird & Sons, 9, Young st  
 EUSTON, MARTHA ANN, Oldham, Lancs April 3 J Harold Ashton, Manchester  
 EVANS, AARON, Churchstoke, Montgomery April 30 Charl's S Pryce, Montgomery  
 FOULDS, CHARLES, Marlrow, Berks May 22 Harold G Stimson, Salisbury House, London Wall  
 FRANK, FRICILLA ANN, Colchester May 15 Wm Fisher, 51, Lincoln's Inn fields  
 HALL, THOMAS, Newcastle-upon-Tyne May 31 Stobo & Tait, Newcastle-upon-Tyne  
 HARRIS-ST, JOHN CHARLES EDWARD, Wokingham, Berks May 15 Rider, Heat n, Meredith & Mil's, 8, New sq, Lincoln's Inn  
 HARRISON, KRYTH COCKBURN, Geddinston, Norfolk June 24 Godd n, H-lme & Ward, 34, Old Jewry  
 HODGSON, THOMAS, Haydon Bridge April 10 Baty & Fisher, Hexham  
 JAFFRAY, ALICE MARY, Boxmoor, Hertford May 5 Beale & Co, Birmingham  
 JOHNSON, OLIVER, Ditchling, Sussex May 15 Howlett & Clarke, Brighton  
 LEADWATER, HERBERT CHARLES, Rotherham, Civil Engineer May 25 W J Bradford, Rotherham  
 LETTEN, HANNAH WILLIS, Gravesend April 20 Hatten, Winnett & Hatten, Gravesend  
 MELLISH, ELIZA, Robinson rd, Victoria Park May 11 Loxley, Klam & Gardner, 30, Chesapeake  
 MOBERTYAN, ANN, Bromley, Kent April 19 Freer & Prown, Tonbridge, Kent

MUNRO, JOHN, Oldham, Secretary May 5 Geo E Mellor & Co, Manchester  
 PINDER, HERBERT ERNEST, Spencer rd, Herne Hill May 8 Gedge, Fiske & Gedge, 10, Norfolk st, Strand  
 PLANT, MARY ANN, Windmill rd, Clapham Common May 15 Fredk Geo Cordwell, 4, King's Bench walk, Temple  
 ROYLE, MARGARET DAVENPORT, Middlewich May 31 Robt Bygott & Sons, Middlewich  
 ROYLE, WILLIAM, Chester May 31 Robt Bygott & Sons, Middlewich  
 SANDHOG, GILD RT ROBERTSON, Rosseter, Denbigh May 7 Evan Morris & Co, Wrexham  
 RAVENBY, ELIZA, Bourne pl, Chiswick May 14 N Ramsay Murray, 330, High rd, Chiswick  
 SHEPHERD-CROSS, Major CHOL HERBERT SHEPHERD, Alderwasley, near Matlock May 15 Abel on & Co, Manchester  
 STROUD, ELIZABETH, Oxford May 15 Hazel & Baines, Oxford  
 TAYLOR, SAMUEL SWANSEA May 1 Collins & Woods, Swansea  
 TILLEY, ALEXANDER, Devonshire Regiment May 30 E Alfred Barnes, 59-60, Gracechurch st  
 WALLWORK, JAMES HENRY, Hurst, nr Ashton under Lyne May 1 John Clayton & Son, Ashton under Lyne

## London Gazette.—TUESDAY, April 9.

BACON, LIDIA ELIZABETH, Chatham May 11 Walter Hills and Shea, Marrate  
 BARD, WILLIAM PENRUDDOCK, Toronto, Canada May 8 Petch & Co, 42, Bedford row  
 BENNETT, ALFRED, Bath May 8 Bird & Eldridge, 10, Great James st, Bedford row  
 BROWN, ELEANOR PEARSON, Gosforth May 10 Jumble and Meikle, Newcastle upon Tyne  
 BUMPSTEAD, THOMAS BROOKS, Trumpington, Cambs May 15 Francis & Co, Cambridge  
 BURT, PAULINA MARY, Romney May 27 Goater & Blatch, Southampton  
 CHAPMAN, ELLEN LETITIA, Redhill May 11 Peacock & Goddard 3, South sq, Gray's Inn  
 CHAPPELL, JOHN JAMES, Haymarket, London, Surgeon May 11 Peacock & Goddard 3, South sq, Gray's Inn  
 CLARK, MARY ELIZABETH, Bradford May 15 W H Clarke, Middleton & Co, Leeds  
 COPE, HENRIETTA, Upper Deal, Kent May 6 G F Hudson, Muthwells & Co, 32, Queen Victoria st  
 CRINE, ALFRED BRACEY, Bristol, Merchant May 2 Salisbury, G-lm h & White, Bristol  
 CUNDELL, LUCY GEORGETTA, Colonne rd, Wombledon May 6 G F Hudson, Matthews & Co, 32, Queen Victoria st  
 DEAN, MARIA KENIAH, Edgerton gdn, West Ealing May 18 C R Wo lley, 50, Lincoln's Inn fields  
 DESBOROUGH, Major-General JOHN, C B, Northam, Devon May 8 James & Snow, Exeter  
 DOBIN, CHARLES PERREN, High Ham, Somerset May 10 Lopez, Son & Goods, Exeter  
 DUGGAL, EMILY MARY, Southampton May 7 Timbrell & Deighton, 9, Cannon st  
 DURN, MARIA, Leeds May 6 B C Polleyne & Son, Leeds  
 ELKINS, ALBERT GEORGE, Southsea May 9 H H Payne, Portsmouth  
 ELKINS, MINNIE ROSE, Southsea May 9 H H Payne, Portsmouth  
 EVANS, JUDGE WILLIAM, Cambridge ter, Hyde Park May 11 Peacock & Goddard, 3, South sq, Gray's Inn  
 FOX, FRANK HOWLAND, Sevenoaks May 23 H C Squires, Cambridge  
 FRANCH, ELEANOR VICTORIA, Worthing May 8 Petch & Co, 42, Bedford row  
 FREEMANTLE, WILLIAM, Loveday rd, Ealing, Accountant May 14 Arthur H Procter, Helena Chambers, Ealing  
 GARNER, WILLIAM, friends o' th' Belgic, Lancs May 14 W H Dixon & Co, Manchester  
 GAYED, THOMAS WILLIAM ROWE, Wallasey, Cheshire April 30 Wright & Co, Liverpool  
 GRANT, GEORGINA, Hampton Wick May 17 Collins & Simmons, Bath  
 GUNNETT, HERBERT EDWIN, Barking rd, Plaistow, Newsgate May 21 Taylor, Stanbury & Co, 18, Philiter st  
 HEMBROW, THOMAS, Somerset, Yeoman May 10 Louch, Son & Goolie, Somerset  
 HENLEY, HENRY CORRIE, Chard, Somerset May 8 Petch & Co, 42, Bedford row  
 HESHAM, HENRY MUNEE, Parkstone, Dorset May 8 Bird & Eldridge, 10, Great James st, Bedford row  
 HOLLOWAY, JOHN, Banbury May 9 Whitehorn, Banbury  
 HOLVELY, ELIZABETH, Manchester May 11 J Priest & Sons, Liverpool  
 JARVIS, MARY LUCY, Gomersall, Yorks May 5 Taylor, Jeffrey & Jessop, Bradford  
 JOEL, KATE, South st, Mayfair June 1 S B Cohen, Dunn & Co, Andrey House, Ely pl  
 JOHNSON, Revd CHARLES, Scarborough May 21 Turnbull & Sons, Scarborough  
 MOORE, WELBY, Hampton Hill, Middlesex April 30 K Miller, Wiggins & Taylor, Jasper House, 4 & 6, Copthall av  
 MACLAGAN, ROBERT DOUGLAS, Saltoun rd, Brixton May 4 C R Woolley, 50, Lincoln's Inn fields  
 MARSHALL, FERNBROKE, Arundel sq, Strand May 21 Hatchett, Jones, Bisgool Marshall & Thomas, 48, Mark ln  
 MAYES, ELIZA, Worshead mans, Ely n av May 21 Kenneth Brown, Baker, Baker & Co, Lennox House, Norfolk st, Strand  
 MEPSRAD, RICHARD, Valmar rd, Brixton May 6 W Faston & So, 43, London Wall  
 MINNEY, ANNIE RACE, West Hartlepool May 15 H W B-lh, West Hartlepool  
 MURFORD, CHARLES EDWARD, Devonshire rd, Holloway, Publican May 21 Albert M, Worrell, Regency House, 1 and 2, Warwick st  
 NAYLOR, WILLIAM, Derby, Bank Manager May 1 Robotham & Co, Derby  
 NUGENT, ELIZA, Blomfield st, Paddington May 6 Snake & Co, Bungray  
 OGLE, ANNE CHARLOTTE, Northumb-riand May 12 Dees & Thompson, Newcastle upon Tyne  
 PENMAN, ELIZABETH, North Shields May 31 B C K Snagg, Newcastle upon Tyne  
 PRICE, ELIZA LUCY, Birmingham May 6 S Garrod Hill & Son, Norwich  
 RAINSFORD, FRANCES ELLEN, Oakhill rd, Putney May 8 Petch & Co, 42, Bedford row  
 SHARP, MORDAUNT DOUGLAS, Botley, Hants, Porter May 15 J S Cockerton, Botley, Hants  
 SHARD, THOMAS WILLIAM, Ashton under Lyne, Master Printer April 30 Jas Crowther, Ashton under Lyne  
 SHIRREFF, SOPHIA, Belsize pk, Hampstead May 14 Morley, Shirreff & Co 53, Gresham house, Old Broad st  
 SHIRREFF, WILLIAM MOORE, Belsize pk, Hampstead, Solicitor May 14 Morley, Shirreff & Co, 53, Gresham house, Old Broad st  
 SMITH, PHOEBE, Hale, nr Altrincham May 9 Makinson, Balser, Son & W-lstenholme, Manchester  
 SMITH, MARIA LOUISA, Manningtree, Essex May 14 Beaumont, Son & E-gden, 33, Chancery ln  
 STEEL, JANEY GRAHAM, Belsize sq, Hampstead May 14 Morley, Shirreff & Co, 53, Gresham house, Old Broad st  
 TAPSELL, FRANCES, Bath June 24 W T Chesterman & Sons, Bath  
 TREDCROFT, COL CHARLES LENOX, Guildford, Surrey May 7 Blount, Lynch & Petre, 45, Abchurch lane  
 VAUGHAN, RICHARD, Garforth, Yorks April 30 Wade & Kitson, Leeds  
 WARRINGTON, GARFIELD, Liverpool May 8 J P Edwards, Liverpool  
 WESTON, WALTER FRANK, Bushey, Herts, Merchant May 7 Kenneth E Bartlett, 9 and 10, Fenchurch st  
 WILKINSON, BERNARD KEDINGTON RODWELL, Courtfield rd, Barrister at Law May 11 Peacock & Goddard, 3, South sq, Gray's Inn  
 WIMSHURST, CLARENCE HERBERT, Blundellands, Lancs, Solicitor May 8 Batesons, Warr & Wimshurst, Liverpool  
 WRIGHT, MARGARET, Cl-a-ten, Darlaston May 31 John A Livingston, Jarrow



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